

PART I—THE SCHEDULE

SECTION B—SUPPLIES OR SERVICES AND PRICES/COSTS

B.1 Purpose

The purpose of this contract will be to implement the **Harnessing Bosnia and Herzegovina Diaspora for Economic Development Activity** in Bosnia and Herzegovina. The overall goal of the activity is to create new job opportunities for the citizens of BiH through increased diaspora investment.

B.2 Contract Type

This is a **Cost-Plus-Fixed-Fee Completion Type Contract**. For the consideration set forth in the contract, the contractor must provide the deliverables and results described in Section C and Section F (to be incorporated at contract award). The contractor must also comply with all other contract requirements.

B.3 Estimated Cost, Ceiling Price, Fixed Fee, and Obligated Amount

(a) The estimated cost for the performance of the work required hereunder, exclusive of fixed fee, if any, is **TBD**. The fixed fee, if any, is **TBD**. The estimated cost plus fixed fee, if any, is **TBD**.

(b) Within the estimated cost plus fixed fee (if any) specified in paragraph (a) above, the amount currently obligated and available for reimbursement of allowable costs incurred by the Contractor (and payment of fee, if any) for performance hereunder is **TBD**. The Contractor must not exceed the aforesaid obligated amount.

(c) Funds obligated hereunder are anticipated to be sufficient through **TBD**.

B.4 Price Schedule

<u>Cost Category</u>	<u>Amount</u>
<u>Total Estimated Cost</u>	<u>TBD</u>
<u>Small Grants Fund</u>	<u>\$2,000,000</u>
<u>Fixed Fee</u>	<u>TBD</u>
<u>Total Estimated Cost Plus Fixed-Fee</u>	<u>TBD</u>
<u>Total Estimated Cost</u>	<u>TBD</u>
<u>Small Grants Fund USAID</u>	<u>\$1 million</u>
<u>Fixed Fee</u>	<u>TBD</u>
<u>Total Estimated Cost Plus Fixed-Fee</u>	<u>\$5.5 million (approximately)</u>
<u>Small Grants Fund non-federal</u>	<u>\$1 million</u>
<u>Total Estimated Activity Costs</u>	<u>\$6.5 million (approximately)</u>

(b) The inclusion of any costs in the above cost categories does not obviate the requirement for prior approval by the Contracting Officer of cost items designated as requiring prior approval by any of the terms and conditions of this contract, including the applicable cost principles (see FAR § 52.216-07, "Allowable Cost and Payment"); nor does it constitute a determination of allowability by the Contracting Officer of any item of cost, unless specifically stated elsewhere in this

contract. Also, these amounts may not be adjusted without a written modification signed by the contracting officer. The contractor will not bill any amounts against this contract in excess of the amounts specified for each line item.

- (c) The contractor agrees to furnish data that the Contracting Officer may request on costs expended or accrued under this contract in support of the budget information provided herein.

B.5 Option to Extend Services

Pursuant to FAR 17.208(f) and to the FAR clause incorporated by full text in Section I entitled “**52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)**”, the Contractor hereby grants to the U.S. Government option to extend services under the contract for six additional one month periods. Such extension options are to be exercisable by issuance of a unilateral modification prior to the expiration of the contract. The six one-month extension options may be combined or exercised individually. Upon exercise of such options by the Government, the costs and fees evaluated at contract award will be increased by the amounts specified below for each option month to extend.

Cost Category	1 st Option To Extend (1 month)	2 nd Option To Extend (1 month)	3 rd Option To Extend (1 month)	4 th Option To Extend (1 month)	5 th Option To Extend (1 month)	6 th Option To Extend (1 month)
Total Estimated Cost						
Small Grants Fund						
Fixed Fee						
Total Estimated Cost Plus Fixed Fee						

B.6 Indirect Costs

- (a) Pending establishment of revised provisional or final indirect cost rates, USAID will reimburse allowable indirect costs on the basis of the following negotiated provisional or predetermined rates and the appropriate bases pursuant to the contractor’s current executed Negotiated Indirect Cost Rate Agreement:

Description	Rate	Base	Type	Period
	%	1/	1/	1/

1/Base of Application:
 Type of Rate:
 Period:

- (b) The contractor will make no change in its established method of classifying or allocating indirect costs without the prior written approval of the contracting officer.

B.7 Ceiling on Indirect Cost Rates (if applicable)

- (a) Reimbursement for indirect costs will be at the lower of the negotiated final (or predetermined) rates or the following ceiling rates:

Description	Rate	Base	Type	Period
	%	1/	1/	1/

1/Base of Application:

Type of Rate:

Period:

- (b) The Government will not be obligated to pay any additional amount should the final indirect cost rates exceed the negotiated ceiling rates. If the final indirect cost rates are less than the negotiated ceiling rates, the negotiated rates will be reduced to conform to the lower rates.
- (c) This understanding will not change any monetary ceiling, obligation, or specific cost allowance or disallowance. Any changes in classifying or allocating indirect costs require the prior written approval of the Contracting Officer.

END OF SECTION B

SECTION C—STATEMENT OF WORK

C.1 INTRODUCTION

Diaspora groups are potential powerful actors in international affairs and foreign assistance. Diaspora is defined as emigrants and their descendants who live outside the country of their birth or ancestry, either on a temporary or permanent basis, yet still maintain affective and material ties to the countries of origin. The common thread among these recent arrivals and members of long-established communities is that they identify with the country of origin or ancestry and are willing to maintain ties to it. These ties are, potentially, beneficial to development- Developing a Road Map for Engaging Diasporas in Development, Migration Policy Institute (2010). Diaspora can contribute to their home countries by providing badly-needed investment, but also improving perception of the investment climate. Diaspora investors tend to be less averse to political risk and economic shocks than other investors, often feeling a sense of pride and duty to their homeland. Most importantly, unlike Foreign Direct Investments (FDI) where the majority of profits eventually flow out of the country, a large percentage of direct diaspora investment stays in the country of investment.

The goal of the USAID/BiH “Harnessing Bosnia and Herzegovina Diaspora for Economic Development” activity is to create new job opportunities for the citizens of BiH through increased diaspora investment.

This goal will be achieved by:

- 1) Leveraging diaspora input, into the development of an institutional policy framework for diaspora investment;
- 2) Expanding diaspora direct investment by providing technical assistance and grants to eligible, early-stage SMEs and start-ups. For the purposes of this activity early-stage SMEs are defined as companies that have been in business less than three years and have a product or service in testing or pilot production; and existing businesses that are family-owned and need modernization, access to finance, etc. Start-ups are defined as companies that have been in business less than 6 months.; and,
- 3) Developing a sustainable, local platform to provide business services and facilitation to potential diaspora investors.

Please see Attachment J.1 for Background Information.

C.2 CONTRACT OBJECTIVES AND EXPECTED RESULTS

The following sections describe the objectives and results that the Contractor must accomplish under the contract.

The purpose of this activity is to increase diaspora direct investment. The purpose will be achieved by the following objectives:

Objectives:	Life of Activity
Objective 1: Leveraging Diaspora input, into the development of an institutional policy framework for diaspora investment.	3 years
Objective 2: Expand diaspora direct investment by providing technical assistance and grants to eligible, early-stage SMEs and start-ups.	5 years

Objective 3: Develop a sustainable local platform to provide business services and facilitation to potential diaspora investors.	4 years
--	----------------

C.2.1 Leveraging diaspora input, into the development of an institutional policy framework for diaspora investment.

A. Please see C.2.1 Development Context in Attachment J.1 Background Information.

B. Contract Activities

The Contractor must perform the following services:

- ☐ The Contractor shall conduct a diaspora investment assessment. The Assessment will determine what obstacles/barriers exist specifically for diaspora and must include an analysis of government institutions, regulations, policies, and laws that pertain to barriers of diaspora investments in BiH. The assessment must identify the intersections between the needs of diaspora investors and policies that will create a stronger business enabling environment. The assessment will measure what diaspora perceive as barriers for their engagement (e.g. lack of information, financial products, business registration services, etc.).

Expected results

- ☐ The assessment will provide recommendations for BiH's diaspora investment policy framework. The assessment will take into consideration other donors' support in institutional policy framework for diaspora investment. The recommendations made will be subject to further USAID consideration and approval of the next steps.

C.2.2. Expand diaspora direct investment by providing technical assistance and grants to eligible early-stage SMEs and start-ups.

A. Please see C.2.2 Development Context information in Attachment J.1, Background Information

The Contractor must perform the following services:

- ☐ **Establish small matching grant program for eligible, early-stage SMEs and start-ups**

The Contractor will partner with a pre-identified commercial bank to establish and manage a grant program of \$2 million (\$1 million from USAID and \$1 million from a local commercial bank). Each grant should be structured as a grant with conditional disbursement to milestones achieved. The grant program will be established with a portion of remittance fee revenue, USAID resources, and other financial support provided by the bank in the form of corporate social responsibility funds. Each grant shall be matched by equity capital of diaspora entrepreneurs. In a later phase a Loan Portfolio Guarantee provided to the bank will facilitate debt lending to the qualifying startups and early stage SMEs. The Contractor is also required to ensure clear, transparent eligibility criteria and competitive procedures for grants awarded from the grant fund with key considerations to include: diaspora status, expected results, market distortion, and the amount of leverage, with special consideration of female and youth economic empowerment. The Contractor will be responsible for administering and overseeing the Grant Program, where prior USAID and bank approval will be required for all grants. In the spring of 2015 one BiH Bank accepted the USAID proposal for partnership and decided to allocate \$1 Million from their earned fees

(including the fees from the remittances money transactions) and support the BiH Diaspora startups and related businesses. This money would be provided over the 5 year period in the form of as a parallel funding with USAID provided funds.

☐ **Organize a business plan competition to spur BiH/diaspora investment /BiH Diaspora Marketplace (BDM)**

The Contractor must conduct a public call for diaspora entrepreneurs to pitch their business plans, including but not limited to "road shows," outreach events, and via social media. Events can be organized jointly with the partner bank(s) to include business plan presentations, pitches, and simulations. Business proposals for small grants must demonstrate a well-structured idea and business model that have the potential to be profitable, sustainable and generate economic development in the following sectors: agriculture, tourism, information and communication technology (ICT), metal industry, wood industry and energy sector. Proposals should demonstrate the ability to achieve tangible results in terms of business growth and economic development during the grant period and beyond. Information regarding existing operations in BiH, if any, should be provided. It should define relevant outcome indicators and targets such as production, sales, direct and indirect jobs created, increased wages, etc. Example in which USAID is teaming up with diaspora communities to maximize their contributions to their home countries is through the African Diaspora Marketplace (ADM). Launched in 2009 by USAID and Western Union, ADM aims to encourage sustainable economic growth and employment by supporting African diaspora entrepreneurs. The business competition plans are envisioned to occur two times per year.

☐ **Awarding of grants and provision of Business Advisory Services to BDM Grantees**

Business plan competition winners may then access grants through the Grant Program. Grant beneficiaries will have to provide at least a one-to-one (1:1) match in the form of equity (cash or in-kind - 1:1 resource match (both cash at least 25% and the rest of 75% may be in-kind contribution). In-kind contribution may include "sweat equity" i.e. investment of time an entrepreneur or mentor (knowledge transfer) was making into the business and foregoing a salary or reduced salary) to their proposed business, which will be matched by the USAID/Bank-funded award.

The Contractor can partner with an existing business incubator to assist awardees in further developing business plans, conduct market analysis, and other technical support. Once they graduate the Contractor can link diaspora awardees to the bank that provides specific financial products for diaspora under the DCA Activity. The Contractor must closely coordinate these activities with USAID's DCA Office in Washington, DC, through the COR.

All grants must contribute directly and substantially to increasing diaspora investment and creating jobs in BiH, as distinguished from generating financial benefits that accrue solely or primarily for a single grant recipient. The Contractor must ensure that small grants do not distort the market or favor one producer, business group, or interest over another. In improving the competitiveness of a particular sector, sub-sector, or enterprise cluster, grants shall foster a level playing field for competing and complementary firms in the same value chain. All small grants, in particular those to for-profit firms, must include appropriate provisions to ensure that program income is used to advance activity objectives. All assistance under the activity must conform to the requirements in ADS 219, e.g., programs being open to women, annual reporting requirements, and commitments to attain financial sustainability. The contractor must adhere to these requirements.

Expected results:

- ☐ At least 70 diaspora eligible, early stage SMEs and startups graduate from the BDM by the end of Year 5;
- ☐ At least 250 new jobs of assisted enterprises;
- ☐ Diaspora direct investment increased (Source of direct investment that may not have otherwise occurred) by at least \$2 million as evidenced by the amount of equity contributed by diaspora entrepreneurs and other metrics established to capture qualitative impacts such as diaspora knowledge transfer, introduction of new technologies, etc.;
- ☐ Remittances transfers linked toward enterprise investment and development.

C.2.3. Develop sustainable local platform to provide business services and facilitation to potential diaspora investors.

A. Please see C.2.3 Development Context in Attachment J.1 Background Information.

B. Contract Activities

The contractor must complete the following activities:

- ☐ Establish a One-Stop Shop to provide information and services to diaspora investors to facilitate their investment in BiH. This includes experienced diaspora investors, later-stage (mature) companies, and diaspora-led multinationals, as a means to generate greater impact on investment volume and job creation. These services may include but are not limited to: assistance and advice on setting up a business including the business registration paperwork, advice on investment opportunities, legal and regulatory requirements, liaison with local institutions, lawyers, bankers and other professionals.
- ☐ Establish a diaspora online business network - An online forum for diaspora can serve as a database for investment opportunities, networking events, investment conferences, and facilitate matchmaking between diaspora and local businesses. It will provide opportunities for virtual knowledge and technology transfer, mentoring, and volunteerism. A web-based portal will provide information and links to BiH diaspora associations worldwide, and links to the BiH Foreign Investment Promotion Agency, Central Bank, and other relevant government institutions. An online BiH Diaspora Map will be built into the web portal, which collects and visualizes BiH diaspora business organizations' presence and influence.
- ☐ Conduct outreach activities and organize Diaspora investment conferences and Business-to-Business (B2B) events that will bring together Diaspora investors, local business communities, and government representatives. These venues will serve as a platform to promote investment opportunities directly to Diaspora investors and will include networking and showcase opportunities. The diaspora investment prospects will be promoted through public outreach campaigns by engaging local media and media established by diaspora associations for exchanges that highlight success stories from BiH and the region, and promote radio and television appearances to showcase diaspora investment successes;
- ☐ Within the first quarter of the one-stop shop operation, develop a strong, detailed business plan, with high impact service provision as the fee-based core offering, in order to achieve sustainability.

Expected Results:

- ☐ Increased BiH diaspora investment by \$20 million evidenced by a comparative analysis of data on investment levels registered on an online catalogue of opportunities at different periods of performance on the web portal over the five-year period;
- ☐ Cohesion among diaspora business networks improved through an online BiH Diaspora Map built into the web portal, which collects and visualizes BiH diaspora business organizations' presence and influence. Map users will be able to view diaspora organizations by sector, countries of registration and other characteristics. The Map will register at least a100 BiH diaspora organizations worldwide by the end of year 2. For reference of diaspora map, see <http://www.diasporaalliance.org/the-diaspora-map>.
- ☐ By the end of year 4 a fully self-sustaining one-stop center and web-portal providing fee-based services and information to BiH Diaspora Investors and associations.

C.3 CROSS-CUTTING PRINCIPLES

There are ~~four~~three key cross-cutting principles for this activity, each of equal priority. The Contractor must implement all activities in compliance with these key principles.

a) *Gender Equality and Female Economic Empowerment*

Consistent with the USAID ADS 205, in March 2011, USAID/BiH conducted a gender analysis in order to identify the current status of women in BiH society, as well as to document USAID/BiH's successful efforts to address gender issues and consequently opportunities to strengthen those efforts. This analysis also provided recommendations aimed at enabling an equitable gender balance in our programming.

The activities under the Harnessing Bosnia and Herzegovina Diaspora for Economic Development will take into account the role of women and facilitate where possible their involvement and professional development. The Contractor will be required to ensure that the Activity is reducing the gaps between males and females that were identified in the gender analysis.

The Contractor must take into account the role of women and facilitate their involvement and professional development. In recognition of a possible imbalance in opportunity accessibility, the Contractor shall make special efforts to ensure that women diaspora, and women-owned SMEs are provided with equal opportunities to become beneficiaries of USG-funded assistance.

Consistent with USAID's policy the Contractor must develop output and outcome indicators on gender equality and female empowerment for tracking progress toward implementing results and measuring gender impact. The following indicator must be included in the final M&E plan:

- ☐ Proportion of female participants in USG-assisted programs designed to increase access to productive economic resources (assets, credit, income, or employment).

The Contractors Work Plan and Quarterly Reports shall describe all actions taken to ensure the participation of women, including required data with gender breakdowns of participants and beneficiaries.

To the extent relevant to the Activity, assistance under the Activity will promote and be in compliance with USAID's Gender Equality and Female Empowerment Policy. The Contractor must consider how the different roles and status of women and men will affect the work, and how the anticipated results will affect women and men differently. The Activity's interventions will take into account possible gender imbalance and will provide equal opportunities for women to participate in all activities and to benefit from USAID-funded assistance.

All contractor-submitted quarterly reports shall describe all actions taken to ensure the participation of women, including required data with gender breakdowns of participants and beneficiaries.

b) Ownership and Sustainability

All activities must be conducted in close cooperation and partnership with local counterparts to ensure their full ownership. Work such as that described in Section C.2.3 is illustrative of the work that could be performed by a local counterpart. The assistance must, whenever possible, be designed to favor long-term solutions which could be performed by existing BiH institutions and organizations. To ensure that sustainability is achieved and host country partners and beneficiaries are empowered to take ownership of development processes, including financing, and maintaining the results and impacts beyond the life of the activity, the Contractor must conduct a sustainability analysis and develop sustainability plan within the first quarter of operation to ensure that issues of sustainability are built in from the beginning of the activity. This sustainability plan must include details on how sustainability can be achieved through the life of activity and how the activity will build in tools and capacity to ensure that local institutions and partners will have the ability to maintain results and processes after USAID support has ended.

c) Environmental Best Practices and Climate Change

In order to identify any potential negative impacts and ensure compliance with USAID and USG environmental procedures, the Contractor will be required to develop procedures to assess the environmental impact of proposed assistance and develop mechanisms to address the relevant assessment requirements. The environmental compliance of the award will be guided by the approved Initial Environmental Examination (IEE). The IEE is attached to the RFP and Offerors need to incorporate IEE requirements in their proposals. Moreover, BiH is vulnerable to climate change as a result of a legacy of weak environmental management. This increases the threat to the particular sectors in BiH from climate risks. The Contractor must integrate environmental sustainability and climate change adaptation into its activities.

C.4 MONITORING AND EVALUATION

USAID focuses relentlessly on measuring and delivering results, and providing accountability for every US dollar invested by the American people. The Contractor shall provide an Activity Monitoring and Evaluation (M&E) Plan (M&E Plan Template in Attachment J.2) that includes the activity-level logframe that clearly connects to Project 2.1. The process of activity log-frame development is described in detail in the M&E template. Project 2.1 logframe can also be found in the M&E template (Appendix 2, p. 17-18).

The following section provides specific indicators that will be used to measure the success of the activity. The resulting contract will include all below stated indicators with specific targets (annual and Life of Project-LOP) and the Contractor's performance will be measured against achieving stated targets. In order to track how effectively USAID assistance contributes to gender equality and female empowerment, the M&E plan must include gender-sensitive indicators and sex-disaggregated data.

Expected Results at the Purpose Level: (these results capture impact of assistance at the level of entire sub-sectors:

1. Increased private sector investment (domestic and foreign) resulting from USAID assistance/diaspora initiative;
2. Increased number of jobs resulting from USG assistance.

Indicators

- ~~1. Number of direct jobs resulting from USG assistance;~~
- ~~2. Number of changes made to business enabling environment (F indicator). This indicator will be included only if the assessment provides recommendations for USAID involvement over the three year period – subject to USAID considerations and approval;~~
- ~~3. Number of institutions/organizations mature viable in the competences areas strengthened as a result of USG assistance (F indicator);~~
- ~~4. Number of days of USG funded technical assistance in business enabling environment provided to counterparts or stakeholders (F indicator);~~
- ~~5. Value of direct investment (domestic and foreign) resulting from USAID assistance to localities and diaspora initiative;~~
- ~~6. Number of SMEs and startups receiving business development services from USG assisted sources;~~
- ~~7. Number of diaspora related business networks/links created.~~

The Contractor is required to report on the following project-level indicators and must include them in the M&E Plan:

1. Number of new full-time officially registered jobs in USAID-assisted enterprises and other private sector partners/beneficiaries.
2. Number of private sector firms (and other private sector partners/beneficiaries) that have improved management practices or technologies as a result of USAID assistance.
3. Value of direct investment (domestic and foreign) resulting from USAID assistance.

Required activity specific indicators are:

- a. Number of SMEs and startups receiving business development services from USG assisted sources.
- b. Number of Diaspora related business networks/links created.
- c. Number of changes made to business enabling environment (this indicator will be included only if the assessment provides recommendations for USAID involvement over the three year period – subject to USAID considerations and approval.)”

The Contractor should keep the total number of indicators in the M&E plan to a minimum necessary to sufficiently measure progress toward achievements, and have not more than 1-3 indicators per each result statement from the activity log-frame (result statements are goal, purpose, sub-purpose). Limiting the indicators to no more than three per result helps ensure that the most important indicators are being tracked without overly complicating the performance monitoring process.

In order to track how effectively USAID assistance contributes to gender equality and female empowerment, the M&E plan must include gender-sensitive indicators and sex-disaggregated data. Once approved by USAID, M&E plan does not have to be submitted annually unless there are substantive programmatic changes to the contract. All targets approved in the M&E Plan cannot be changed throughout the life of the contract without USAID’s approval.

The Contractor must report on results achieved and corresponding indicators using Activity Indicator Performance Tracking Table (Appendix 5 in M&E Plan) in quarterly/annual reports.

The Contractor will develop an implementation database (in Microsoft Excel, Microsoft Access or other cost-effective solution). The database must track the number and type of beneficiaries in a systematic way, and separately track beneficiaries based on the intervention type and intensity. The Contractor must verify financial data submitted by the beneficiaries with official administrative records in consultation with USAID.

C.5 COORDINATION WITH USAID AND OTHER DONOR ACTIVITIES

The Contractor must coordinate closely with current and future USAID activities and work to synergize diaspora initiatives with other international donors. Please find below a brief summary of activities in which this activity must coordinate closely with:

- USAID/BiH Development Credit Authority (DCA) Program: USAID/BiH in conjunction with the Swedish Embassy developed a 50% Development Credit Authority loan portfolio guarantee with a private commercial bank to support diaspora entrepreneurship in Bosnia and Herzegovina (BiH).
The proposed facility will align with USAID/BiH and Sida's development objectives. The Bank will provide funding and support of the Grant Program (Bosnian Diaspora Marketplace) to provide financing to eligible, early stage SMEs who compete in a business plan competition and are awarded startups. The DCA program will help diaspora and private investors in BiH access financing in support of qualifying projects, which will result in investments in productive value chains that will sustain and create local jobs, and increase sales and exports for enterprises. It will also engage BiH diaspora to invest in the country. This mechanism will spur private lending from BiH commercial institutions by reducing their risk. This program supports USAID/BiH's development goal and its Country Development Cooperation Strategy (CDCS), by helping address the dearth of private sector investment and by reducing unemployment.
- Fostering Agricultural Markets Activity II (FARMA II): FARMA II is a five year activity jointly funded by USAID and the Embassy of Sweden. The period of performance is from January 2016 through January 2021. The activity provides technical assistance and training to targeted subsectors through a demand-driven program aimed at improving the competitiveness of food and agricultural products by expanding environmentally sustainable production and processing, and enhancing the production of value-added food products. The activity will also facilitate sub-sector access to finance (including DCA loan portfolio guarantee facilities) and insurance schemes for agricultural producer organizations. Success in these areas will contribute greatly to the inclusive economic growth in the agricultural sector and reduce rural poverty.
- Swiss Cooperation Programme: One of the strategic objectives of the Swiss Cooperation Programme is to unlock the potential of migration in relevant fields of transition, mainly for socio-economic development. Conceptual Migration and Development (M&D) topics were explored by a specific pilot project, mandated to UNDP, which was in the position to establish close interaction with the Swiss supported Integrated Local Development Project (ILDP). Measures for an effective integration of migrants' contributions to the country's development were introduced into ten local development strategies. The first pilot project on M&D was concluded in 2015. The second phase is expected to start in the second half of 2016 and will be

implemented by UNDP and IOM. The Contractor shall coordinate closely with UNDP and its implementers to improve efficiency and to avoid duplication of efforts.

- HUB387 will organize and host IT industry events such as educational seminars, workshops, working lunches, hackathons, etc. Through these programs, HUB387 members will be able to enjoy educational benefits while connecting with other leaders and experts in IT industry and building their networks. HUB 387 will develop a web-portal to provide services to diaspora businesses in the IT sector.
- Swiss State Secretariat for Economic Affairs is preparing a contribution to a World Bank Remittances and Payments Program 2014-2020. The initial focus will be on Albania, Serbia, and Kosovo. Bosnia and Herzegovina and Macedonia will come later in the program as Batch 2 of countries following initial results achieved in Batch 1 countries. Ukraine, Azerbaijan, Kyrgyzstan, Tajikistan (option: Tunisia, Egypt) will come in Batch 3 of countries. The program's overarching strategic goal is to improve the overall market for remittances and ultimately achieve further financial inclusion, broader usage of electronic payments and the reduction of the cost of remittances. This will allow the migrants and their families a net increase of the available resources for their daily needs, savings and investments.
- Netherlands: The Dutch government works in many different ways with the private sector to achieve economic development. The Dutch Good Growth Fund supports SMEs in both the Netherlands and BiH. The DGGF stimulates the provision of finance to companies including joint venture of Dutch and BiH companies - 90% has been initiated by BiH diaspora. The Dutch Center for International Legal Cooperation is implementing the project focusing on strengthening the operational and institutional capacities of the migration authorities of BiH in order to bring the asylum and migration policy and practice of BiH further in line with the EU acquires.

C.6 KEY ASSESSMENTS, REPORTS, AND ANALYSIS

- Developing a Road Map for Engaging Diaspora Development-IOM/Migration Policy Institute
- Migration and Remittances Brief, WB (2015);
- USAID Diaspora Direct Investment (DIRECT DIASPORA INVESTMENT): The untapped resource for development; Balasubramanyam, V.N. and Y.Wei;
- Maximizing the Development Impact of Migration-related Development Flows and Investment into Bosnia & Herzegovina, IOM Study, 2010;
- IASCI/IOM, 2010;
- Migration and Development: Mainstreaming the Concept on Migration and Development into Relevant Policies, Plans and Actions in Bosnia and Herzegovina, UNDP, Ministry of Human Rights and Refugees and Swiss Development Agency 2015;
- Policies and Politics in Diaspora Contribution: Effects of Migrant Sending and Receiving Government Policies on Diaspora Contribution to the Home Country - Including a Case Study on the Bosnian Diaspora in Germany"- Graflaand, Puck (2012)
- To BiH or not to BiH?: "A report on the return of young Diaspora to the BiH labour market," MDG Achievement Fund, Youth Employability and Retention Programme-Oruc;
- Foreign Investors Council of Bosnia and Herzegovina "White Book," 2012 – 2013;
- Opportunity Overview-Market Assessment and Recommendations for Bosnia and Herzegovina-Steve Matzie and Romi Bhatia/ USAID/DCA;
- Mobilizing Diaspora Entrepreneurship for Development, USAID and Kathleen Newland and Hiroyuki Tanaka Migration Policy Institute;

- The Scientific diaspora as the Brain Gain Option: Exploring the Case of Bosnia and Herzegovina: Association Alumni of the Center for Interdisciplinary postgraduate Studies-Sara Nikolic, Borisa Marovic and Emina Cosic;
- Foreign Investors Council of Bosnia and Herzegovina “White Book,” 2012 - 2013.

END OF SECTION C

SECTION D—PACKAGING AND MARKING

D.1 Marking

AIDAR 752.7009, “Marking,” (JAN 1993) provides:

- (a) It is USAID policy that USAID-financed commodities and shipping containers, and project construction sites and other project locations be suitably marked with the USAID emblem. Shipping containers are also to be marked with the last five digits of the USAID financing document number. As a general rule, marking is not required for raw materials shipped in bulk (such as coal, grain, etc.), or for semi-finished products which are not packaged.
- (b) Specific guidance on marking requirements should be obtained prior to procurement of commodities to be shipped, and as early as possible for project construction sites and other project locations. This guidance will be provided through the cognizant technical office indicated on the cover page of this contract, or by the Mission Director in the Cooperating Country to which commodities are being shipped, or in which the project site is located.
- (c) Authority to waive marking requirements is vested with the Regional Assistant Administrators, and with Mission Directors.
- (d) A copy of any specific marking instructions or waivers from marking requirements is to be sent to the Contracting Officer; the original should be retained by the Contractor.

D.2 Branding

The Offeror shall comply with the requirements of the USAID branding policies available at: www.usaid.gov/branding and appropriately mark all deliverables and public communications with the USAID brand.

USAID receives “exclusive branding and marking” for the work conducted under all acquisition awards. This means that the foreign assistance delivered is clearly credited to the American people. It also means that competing logos or identities, such as the contractor’s, are excluded. News releases/media alerts must be coordinated with the Contracting Officer’s Representative (COR). All media releases, press conferences and public events should incorporate the USAID identity. Approval by the USAID BiH DOC should be received before using any printed materials which incorporate the USAID identity.

Program Name: Harnessing BiH Diaspora for Economic Development

Branding: The branding shall incorporate the message that “This assistance is from the American People” sponsored by USAID.

Positioning on materials and communications: USAID policy requires exclusive branding and marking in USAID direct contracting. Contractor is required to use USAID identity on any program-related deliverables, commodities or communication to be produced and delivered under this contract. Contractor and subcontractor’s corporate identities are prohibited on all program materials. Marking is not required on contractor vehicles, offices, and office supplies or other commodities used solely for administration of this contract.

Desired Level of Visibility: USAID identity must be prominently displayed on commodities or equipment; printed, audio, visual or electronic public communications; studies, reports, publications, web

sites, and promotional and informational products; events and grants under contracts financed by USAID. Visibility for the program is a very important segment of the project implementation and is essential for the success of the Activity.

Exceptions: Exceptions and waivers to USAID marking requirements may be granted in accordance with ADS 320.3.2.5, Exceptions to Contract Marking Requirements and ADS 320.3.2.6 waivers to Contract Marking Requirements.

Other organizations to be acknowledged: Where appropriate and applicable, the branding may acknowledge the cooperation and participation of other organizations deemed as partners of an event or deliverable.

All branding must comply with the standardized USAID regulations on branding. All branding for USAID, its partners, and other United States Government (USG) and non-USG entities engaged in a specific activity implemented under this Contract, must have equal representation on all public or internal documentation, publications, advertising, presentations, brochures, etc.

The Marking Plan (MP) shall enumerate all of the public communications, commodities, program materials, events, deliverables, and other items that shall be marked with the USAID identity or brand.

The Contractor will adhere to all USAID policy directives and required procedures on branding and marking of USAID-funded programs, projects, activities, public communications, and commodities with the USAID "Standard Graphic Identity" (or "USAID Identity") as specified in ADS 320 (effective 05/05/2009) and the Graphic Standards Manual (GSM).

(a) In accordance with ADS 320.3.2.1, the Branding Strategy (BS) is a part of the contract requirements. Offerors are instructed to prepare a Branding Implementation Plan (BIP) and Marking Plan (MP) to implement the Branding Strategy for this program (Attachment J.3) unless otherwise instructed). Offeror shall submit Branding Implementation Plan with proposal and will be incorporated into the contract in Section D. The standard forms for the BRANDING AND MARKING TEMPLATES are located at: <http://www.usaid.gov/branding/>.

(b) Contractors and subcontractors' corporate identities or logos must not be used on USAID-funded program materials. Marking is not permitted on any communications that are strictly administrative, rather than programmatic, in nature. USAID identity is also prohibited on Contractor and recipient communications related to award administration, such as hiring/firing of staff or renting office space and/or equipment.

(c) Each proposal under this RFP shall provide a program-specific BIP and MP. The contractor shall develop a detailed Branding Implementation Plan and Marking Plan. The Marking Plan may include requests for exceptions to marking requirements or programmatic reasons, to be approved by the Contracting Officer. Waivers, as defined by ADS 320, may be necessary for compelling political, safety or security concerns or if the marking shall have an adverse effect in the host country. Marking and attribution for physical structures may need to be visible as soon as work commences. If grants are authorized in the Statement of Work, the Contractor shall clearly and conspicuously state in the small grants documentation and all delivered procurement that resources for the grant have been donated by USAID and make clear that the Contractor is acting as USAID's agent.

The Contracting Officer will consider the Marking Plan's adequacy and reasonableness and will approve or disapprove any exemption requests. The Marking Plan will be reviewed to ensure the above

information is adequately included and consistent with the stated objectives of the award, the offeror's cost data submissions, and the performance plan.

(d) If the Offeror receives an award, the Marking Plan, including any approved exemptions, will be included in and made part of the Contract, and will apply for the term of the award unless provided otherwise.

D.3 BRANDING AND MARKING POLICY

In accordance with provision D.2 above, and where applicable, the Contractor shall comply with the requirements of the policy directives and required procedures outlined in USAID Automated Directive System (ADS) 320.3.2 "Branding and Marking in USAID Direct Contracting" (version from January 8, 2007) at <http://www.usaid.gov/policy/ads/300/320.pdf>; and USAID "Graphic Standards Manual" available at <http://www.usaid.gov/branding/gsm>, or any successor branding policy.

END OF SECTION D

SECTION E—INSPECTION AND ACCEPTANCE

E.1 Notice Listing Contract Clauses Incorporated by Reference

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with FAR § 52.252-2, "Clauses Incorporated By Reference," in Section I of this contract.

NUMBER	TITLE	DATE
Federal Acquisition Regulation (48 CFR Chapter 1)		
52.246-5	Inspection of Services—Cost Reimbursement	(APR 1984)

E.2 Inspection and Acceptance

- (a) USAID inspection and acceptance of services, reports, and other required deliverables or outputs will take place at the below location:

Economic Development Office
USAID/Bosnia and Herzegovina
Robert Frasure Street #1
71000 Sarajevo
Bosnia and Herzegovina

- (b) USAID reserves the right to inspect and accept any services, reports, and other required deliverables or outputs where the services are performed and where reports and deliverables or outputs are produced or submitted. The contracting officer has delegated authority to inspect and accept all services, reports, and required deliverables or outputs to the Contracting Officer's Representative (COR) listed in Section G below.

END OF SECTION E

SECTION F—DELIVERIES OR PERFORMANCE

F.1 Notice Listing Contract Clauses Incorporated by Reference

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with FAR § 52.252-2, “Clauses Incorporated by Reference,” in Section I of this contract.

NUMBER	TITLE	DATE
Federal Acquisition Regulation (48 CFR Chapter 1)		
52.242-15	STOP-WORK ORDER ALTERNATE I	(APR 1984)

F.2 Period of Performance

The period of performance for this contract is **five years** from the effective date of the contracting officer’s signature on the cover page until **[TBD]**.

F.3 Place of Performance

The place of performance under this contract is **Bosnia and Herzegovina**.

F.4 Performance Standards

USAID will evaluate the contractor’s performance in accordance with FAR § 42.15, corresponding USAID procedures, and the contractor’s adherence to the annual work plan, reporting against its Monitoring & Evaluation Plan (**M&E**), and quality of reports described in Section F below. USAID will evaluate the contractor’s performance during the initial, intermediate, and final periods of the contract in accordance with the Contractor Performance Assessment Reporting System (**CPARS**). The Contracting Officer and the COR will jointly conduct the evaluation of the contractor’s overall performance. This evaluation will form the basis of the contractor’s permanent performance record under this contract.

F.5 Key Personnel

- (a) The key personnel who the contractor must furnish for the performance of this contract are as follows:

No.	Key Personnel Position
TBD	TBD

- (b) The key personnel identified above are considered essential to the work being performed under this contract. The contractor must remain responsible for providing such key personnel for full-time performance for the term of this contract unless otherwise agreed to by the contracting officer.
- (c) The failure to provide the key personnel designated above may be considered nonperformance unless such failure is beyond the control, and through no fault or negligence, of the contractor.
- (d) The contractor must immediately notify the contracting officer and the COR of any key personnel's departure and the reasons therefore.
- (e) The contractor must take steps to immediately rectify this situation and will propose a substitute candidate for each vacated position along with a budget impact statement in sufficient detail to permit evaluation of the impact on the program.
- (f) The contractor must not replace any of the key personnel without the written consent of the contracting officer whether provided in advance or by ratification.

F.6 Authorized Work Day/Week

- (a) Overseas Employees - The work week for the Contractor's overseas employees must not be less than 40 hours and must be scheduled to coincide with the work week for those employees of the USAID Mission and the Cooperating Country associated with the work of this contract.
- (b) A six-day work week may be authorized for short term personnel while in Bosnia with no premium pay if approved by the COR.

F.7 Reports

In addition to providing the services described in Section C, and requirements as set forth in AIDAR 752.242-70, Periodic Progress Reports, the Contractor must submit the following reports to the COR specified in Section G.

All written documentation (correspondence, reports, information sheets, updates) submitted to USAID must be written in professional-level English. Reports must be submitted electronically unless otherwise agreed or directed by USAID. In addition to the reports outlined below and elsewhere in this contract, the fluid nature of the planned activity may require the contractor to respond quickly to information requests, often with little preparation time.

Web-based Geographic Information System (GIS) – The Contractor must submit the M&E Plan and Quarterly/Annual Reports with accompanying data on performance indicators to the COR through USAID/BiH's web-based performance management/geographic information system.

On a quarterly basis the Contractor must also submit to the COR, through the web-based performance management/geographic information system, data identifying the approximate distribution of Activity spending by main work types and key issues. Activity spending must be based on the last three vouchers approved. The main work types are Small Grants; Property, Plants, Equipment, and Technical Assistance.

Reported data on both performance indicators and Activity spending must be geographically distributed whenever possible. During the M&E plan preparation phase, it will be decided on which geographical level(s) each performance indicator will be reported. Reported data on Activity spending per main work

type must be geographically distributed by location point for Small Grants, Property, Plants, and Equipment and by geographic level (State, Entity, Canton, and municipality/city) for Technical Assistance.

All data and deliverables submitted through the web-based performance management/geographic information system will be confirmed by Activity CORs.

The Contractor is responsible for delivery of draft reports, schedules, plans, and other documents described below.

F.7.1 Reports Submission Schedule

- (a) The contractor must comply with the below schedule for the submission of each report listed below.

N	Reporting Requirement	Submission Date
1	Annual Work Plan	Within 60 calendar days after the start date of the contract, and subsequent annual work plans are due no later than 30 days before the beginning of succeeding contract years.
2	Final Monitoring and Evaluation (M&E) Plan	Within 60 calendar days after the start date of the contract.
3	Grants Manual	Within 60 calendar days from the date of contract award.
4	Quarterly Performance Reports	Within 15 calendar days after the end of the quarter.
5	Quarterly Financial Reports	Within 15 calendar days after the end of the quarter.
6	Annual Summary Reports	Within 30 calendar days after the end of the year.
7	Demobilization Plan	Four months prior to the completion date of the contract
8	Completion Report	60 calendar days prior to the end date of the contract.
9	Special Reporting	On a monthly basis.
10	Government Property Reporting	Within 30 days after the end of each contract year.

F.7.2 Annual Work Plans

Within 60 calendar days from the start date of the contract, the Contractor must provide to USAID for review and approval a draft work plan for the first year's activities, schedules and targets. USAID will provide approval to the Contractor of the work plan for the first year's activities, schedules and targets. This work plan must include a description of the principal tasks and assistance activities to be undertaken by the Contractor over the first year of the contract, a proposed schedule of such activities, a listing of principal counterpart for each proposed activity, and a description and estimate of amounts of short-term expertise, training and other support resources that would be required to provide the assistance proposed.

The work plan must also include a description of what each assistance activity or combination of activities is expected to accomplish and its baseline data and will indicate how and to what extent those accomplishments will contribute to the achievement of overall targets and benchmarks for the project.

It must further include a detailed M&E Plan indicating results indicators. Subsequent annual work plans will be updated annually, due no later than 30 days before the beginning of succeeding year. Unexpected and unforeseen windows of opportunity must be incorporated on a periodic basis. The final work plan is due 10 days after receiving comments.

F.7.3 Monitoring and Evaluation (M&E) Plan

As a part of the initial work plan, the Contractor must provide to USAID for review and approval a draft Monitoring and Evaluation Plan (M&E Plan) that allows for measuring implementation progress against performance indicators and related targets and benchmarks. The M&E Plan must clearly correspond to the award and work plan, and must include indicators for the overall performance period as well as for each year. Appropriate consideration/indicators for youth, gender and environment are required. The Contractor must develop performance indicators; collect necessary baseline and annual follow-up data, and numerical targets to measure the results for each activity component and to assess the impact of proposed interventions. The Contractor must produce a Performance Indicator Sheet (PIRS) for each indicator, which will identify the data sources and collection methods.

The Contractor must report on results achieved and corresponding indicators using Activity Indicator Performance Tracking Table (Appendix 5 in M&E Plan) in quarterly/annual reports.

F.7.4 Grants Manual

The Contractor must follow ADS 302 and ADS 303 in all respect and all relevant rules and regulation and is required to submit a Grants Management Manual for USAID's review and CO review and approval. Contractor may proceed with the award of grants upon receipt of notice to proceed from the USAID Contracting Officer.

F.7.5 Quarterly Performance Reports

Quarterly performance reports must present progress on all activities and must include the following information at a minimum:

- Outline of activity purpose and approach;
- Description of significant events during the reporting period;
- Status of each of activities and tasks as defined in the Work Plan;
- Status of overall activity progress per impact indicators as defined in the Work Plan and the monitoring and evaluation (M&E) plan;
- Achieved outputs compared to planned outputs;

- Achieved outcome objective(s) compared to planned outcome objective(s), or progress towards achieving the outcome objective(s), and an assessment of the likelihood of achieving the planned outcome objectives;
- An assessment of risk factors that may affect achievement of planned objectives; and
- An assessment of possible adjustments in activity implementation, including risk management.
- List of reports/deliverables completed in the reporting period;
- Performance problems during the reporting period;
- Status of budget expenditures;
- List of major activities planned for next quarter including indicators and associated targets;
- Any relevant information that has affected or will affect activity progress.

F.7.6 Quarterly Financial Report

Quarterly financial reports will be submitted to USAID. They should be disaggregated by element level and contain, at a minimum:

- ☐ Total funds awarded to date by USAID into the contract;
- ☐ Total funds previously reported as expended by contractor by main line items;
- ☐ Total funds expended in the current quarter by the contractor by main line items;
- ☐ Total un-liquidated obligations by main line items;
- ☐ List of the significant expenses incurred during the period;
- ☐ Projected expenditures for next quarter;
- ☐ Estimate to Complete Contract;
- ☐ Estimate at Completion of Contract.

The contractor is solely responsible for not exceeding obligated amounts, and is reminded of the required notification to the CO as to the percentage of funds expended against the total obligated and available amount as set forth in FAR § 52.232-22 “Limitation of Funds.”

F.7.7 Annual Summary Report

The contractor will prepare and submit to the USAID COR an annual report in TBD after the end of the first full activity year and annually thereafter (unless a different annual schedule is provided by USAID), for each authorized year of performance. Annual reports will summarize activities and results during the year in relation to the approved Work Plan and will be based on the USAID fiscal year, which runs from October 1-September 30.

F.7.8 Regular Meetings

Regular meetings between the Contractor’s key personnel and the USAID COR must occur at least once every two weeks.

F.7.9 Demobilization Plan

Four months prior to the completion date of the contract, the Contractor must submit a Demobilization Plan to the COR. The Demobilization Plan must include at a minimum, an illustrative Property Disposition Plan; a plan for the phase out of in-country operations; a delivery schedule for all reports and other deliverables required under the contract; and a timeline for completing all required actions in the Demobilization Plan to the cognizant Contracting Officer. Both the illustrative and final Property Disposition Plans must address all requirements under U.S. and Bosnia and Herzegovina’s law for the

transfer of property and must include the inventory schedule required by FAR 52.245-1, a plan for the disposition of property to eligible parties and a timeline for disposition of such property. The Demobilization Plan must be approved in writing by the Contracting Officer.

F.7.10 Completion Report

60 calendar days from the end date of the contract, the Contractor must prepare a completion report which highlights accomplishments against the work plan, gives the final status of benchmarks and tangible results, addresses lessons learned during the implementation and suggests ways to resolve constraints identified. A final M&E will be part of the final report.

F.7.11 Special Reporting

During the performance of this activity, some special reporting may be required from the Contractor such as a brief paragraph on note-worthy activities and events, successes stories etc.

F.7.12 Government Property—USAID Reporting Requirements

The contractor must comply with AIDAR 752.245-70 “Government Property—USAID Reporting Requirements (July 1997)”, which provides in full:

The term Government-furnished property wherever it may appear in the following clause, must mean (1) non-expendable personal property owned by or leased to the U.S. Government and furnished to the contractor and (2) personal property furnished either prior to or during the performance of this contract by any U.S. Government accountable officer to the contractor for use in connection with performance of this contract and identified by such officer as accountable. The term Government property, wherever it may appear in the following clause, must mean Government-furnished property and non-expendable personal property title to which vests in the U.S. Government under this contract. Non-expendable property, for purposes of this contract, is defined as property which is complete in itself, does not lose its identity or become a component part of another article when put into use; is durable, with an expected service life of two years or more; and which has a unit cost of more than \$500.

Reporting Requirements: The contractor will submit an annual report on all nonexpendable property in a form and manner acceptable to USAID substantially as follows:

ANNUAL REPORT OF GOVERNMENT PROPERTY IN CONTRACTOR’S CUSTODY

[Name of contractor as of (end of contract year), 20XX]

	Motor Vehicles	Furniture and Furnishings		Other Non-Expendable Property
		Office	Living Quarters	
A. Value of Property as of Last Report				
B. Transactions during this reporting period				
1. Acquisitions (add):				
a. Purchased by Contractor				
b. Transferred from USAID				

c. Transferred from others, without reimbursement				
2. Disposals (deduct):				
a. Returned to USAID				
b. Transferred to USAID – Contractor Purchased				
c. Transferred to other Government Agencies				
d. Other Disposals				
C. Value of property as of reporting date				
D. Estimated Average Age of Contractor Held Property				
	Years	Years	Years	Years

Property Inventory Verifications

I attest that (1) physical inventories of Government property are taken not less frequently than annually; (2) the accountability records maintained for Government property in our possession are in agreement with such inventories; and (3) the total of the detailed accountability records maintained agrees with the property value shown opposite line C above, and the estimated average age of each category of property is as cited opposite line D above.

Authorized Signature

(End of Government Property Reporting clause)

F.8 Evaluation

USAID reserves the right to conduct an evaluation of the Harnessing Bosnia and Herzegovina Diaspora for Economic Development Activity. Unless agreed otherwise by USAID, funds for evaluation are outside the budget for the Contract, and evaluation will be contracted with a third-party contractor. This evaluation will meet all the high-quality evaluation criteria as described in USAID's Evaluation Policy (the link for this policy: <http://www.usaid.gov/evaluation/policy>). The Contractor must provide any documentation or other information required to assist with the evaluation or monitoring mission, and grant access rights.

F.9 Audit

The Contractor will be subject to audit standards and procedures based on USAID regulations and GAAP.

END OF SECTION F

SECTION G—CONTRACT ADMINISTRATION DATA

G.1 Administrative Contracting Office

- (a) The Contracting Officer(s) in the Acquisition and Assistance Office (AAO) at USAID/Bosnia and Herzegovina, physically located at the address found on the cover page of this contract, have the authority to administer this contract.
- (b) The contractor will submit any questions concerning the administration of this contract to the Acquisition and Assistance Office at USAID/Bosnia and Herzegovina. Technical questions will be submitted to the COR.
- (c) It is the contractor's sole responsibility to inform the Contracting Officer of any requests that will affect any and all sections of the contract.

G.2 Contracting Officer's Authority

- (a) The Contracting Officer is the only person authorized to make or approve any changes in the requirements of this contract and notwithstanding any provisions contained elsewhere in this contract, the said authority remains solely in the Contracting Officer. In the event the contractor makes any changes at the direction of any person other than the Contracting Officer, the change must be considered to have been made without authority and no adjustment must be made in the contract terms and conditions, including price.

G.3 Contracting Officer's Representative

- (a) The Contracting Officer's designated representative (COR) for this contract is **TBD**.
- (b) The COR will be appointed by separate letter. The Contracting Officer will provide a copy of the COR designation letter to the contractor after award.

G.4 Technical Direction/Limitations of Contracting Officer's Representative

- (a) Technical Direction is defined to include:

- (1) Written directions to the Contractor which fill in details, suggest possible lines of inquiry, or otherwise facilitate completion of work;
- (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications, or technical portions of the work statement;
- (3) Review and, where required, provide written approval of technical reports, drawings, specifications, or technical information to be delivered. Technical directions must be in writing, and must be within the scope of the work as detailed in Section C.

- (b) The Contracting Officer, by separate designation letter, authorizes the COR to take any or all action with respect to the following which could lawfully be taken by the Contracting Officer, except any action specifically prohibited by the terms of this Contract:

- (1) Assume that the Contractor performs the technical requirements of the contract in accordance with the contract terms, conditions, and specifications.

- (2) Perform or cause to be performed, inspections necessary in connection with a) above and require the Contractor to correct all deficiencies; perform acceptance for the Government.
- (3) Maintain all liaison and direct communications with the Contractor. Written communications with the Contractor and documents must be signed as "Cognizant Technical Officer" with a copy furnished to the Contracting Officer.
- (4) Issue written interpretations of technical requirements of Government drawings, designs, and specifications.
- (5) Monitor the Contractor's production or performance progress and notify the Contractor in writing of deficiencies observed during surveillance, and direct appropriate action to effect correction. Record and report to the Contracting Officer incidents of faulty or nonconforming work, delays or problems.
- (6) Complete Contractor Performance Reports (CPR's) every six to 12 months for task orders.
- (7) Obtain necessary security clearance and appropriate identification if access to Government facilities is required.
- (8) If to be provided, ensure that Government furnished property is available when required.

LIMITATIONS: The COR is not empowered to award, agree to, or sign any contract (including delivery or purchase orders) or modifications thereto, or in any way to obligate the payment of money by the Government. The COR may not take any action which may impact on the contract schedule, funds, scope or rate of utilization of LOE. All contractual agreements, commitments, or modifications which involve prices, quantities, quality, and schedules must be made only by the Contracting Officer.

~~(c)~~ In the separately-issued COR designation letter, the CO designates an alternate COR to act in the absence of the designated COR, in accordance with the terms of the letter.

(d) Contractual Problems: Contractual problems of any nature that may arise during the life of the contract must be handled in conformance with specific public laws and regulations (i.e. Federal Acquisition Regulation and Agency for International Development Acquisition Regulation). The Contractor and the COR must bring all contracting problems to the immediate attention of the Contracting Officer. Only the Contracting Officer is authorized to formally resolve such problems. The Contracting Officer will be responsible for resolving legal issues, determining contract scope and interpreting contract terms and conditions. The Contracting Officer is the sole authority authorized to approve changes in any of the requirements under this contract. Notwithstanding any clause contained elsewhere in this contract, the said authority remains solely with the Contracting Officer. These changes include, but will not be limited to the following areas: scope of work, price, quantity, technical specifications, delivery schedules, and contract terms and conditions. In the event the Contractor effects any changes at the direction of any other person other than the Contracting Officer, the change will be considered to have been made without authority.

~~(e)~~ Failure by the Contractor to report to the Contracting Office any action by the Government considered to be a change, within the specified number of days contained in FAR 52.243-7 (Notification of Changes), waives the Contractor's right to any claims for equitable adjustments.

(f) In case of a conflict between this contract and the COR designation letter, the contract prevails.

G.5 Acceptance and Approval

- (a) The COR must accept and approve all deliverables before receipt of final payment.

G.6 Paying Office

- (a) The Regional Financial Management Center (RFMC) located in USAID/Bosnia and Herzegovina will serve as the paying office for this contract.

G.7 Documentation of Payment

AIDAR 752.7003, "Documentation for Payment," (Nov 1998) provides in full:

- (a) Claims for reimbursement or payment under this contract must be submitted directly to the Paying Office indicated in the schedule of this contract. The Prompt Payment Clock will not start until a proper voucher has been received by the Finance Office. The Contractor must submit either paper or fax versions of the SF-1034—Public Voucher for Purchases and Services Other Than Personal. Each voucher must be identified by the appropriate USAID contract number, in the amount of dollar expenditures made during the period covered.
- (1) Providing a proper voucher – The SF 1034 provides space to report by line item for products or services provided. The form provides for the information to be reported with the following elements:

TOTAL EXPENDITURES (Document Number XXX-X-XX-XXXX-XX)			
Line Item	Description	Amt. Vouchered to Date	Amt. Vouchered this Period
0001	Product/Service Desc. For Line Item 0001	\$XXXX.XX	\$XXXX.XX
0002	Product/Service Desc. For Line Item 0002	\$XXXX.XX	\$XXXX.XX
Total		\$XXXX.XX	\$XXXX.XX

- (2) The fiscal report must include the following certification signed by an authorized representative of the Contractor:

The undersigned hereby certifies to the best of my knowledge and belief that the fiscal report and any attachments have been prepared from the books and records of the Contractor in accordance with the terms of this contract and are correct: the sum claimed under this contract is proper and due, and all the costs of contract performance (except as herewith reported in writing) have been paid, or to the extent allowed under the applicable payment clause, will be paid currently by the Contractor when due in the ordinary course of business; the work reflected by these costs has been performed, and the quantities and amounts involved are consistent with the requirements of

this Contract; all required Contracting Officer approvals have been obtained; and appropriate refund to USAID will be made promptly upon request in the event of disallowance of costs not reimbursable under the terms of this contract.

BY: _____

TITLE: _____

DATE: _____

- (b) Local currency payment. The contractor is fully responsible for the proper expenditure and control of local currency, if any, provided under this contract. Local currency will be provided to the Contractor in accordance with written instructions provided by the Mission Director. The written instructions will also include accounting, vouchering, and reporting procedures. A copy of the instructions must be provided to the contractor's Chief of Party and to the contracting officer. The costs of bonding personnel responsible for local currency are reimbursable under this contract.
- (c) Upon compliance by the contractor with all the provisions of this contract, acceptance by the Government of the work and final report, and a satisfactory accounting by the contractor of all Government-owned property for which the contractor had custodial responsibility, the Government must promptly pay to the contractor any moneys (dollars or local currency) due under the completion voucher. The Government will make suitable reduction for any disallowance or indebtedness by the contractor by applying the proceeds of the voucher first to such deductions and next to any unliquidated balance of advance remaining under this contract.
- (d) The Contractor agrees that all approvals of the Mission Director and the contracting officer which are required by the provisions of this contract must be preserved and made available as part of the Contractor's records which are required to be presented and made available by the clause of this contract entitled "Audit and Records—Negotiation."

G.8 Invoicing Instructions

1) Paper Invoice Submission:

The contractor will submit one (1) original of each invoice on an SF-1034, Public Voucher for Purchases and Services Other Than Personal, to the Regional Financial Management Center (RFMC) and one (1) copy of the voucher and the invoice to the COR at USAID/Bosnia and Herzegovina:

*Regional Controller
Regional Financial Management Center
USAID/Bosnia and Herzegovina
Robert Frasure Street #1
71000 Sarajevo
Bosnia and Herzegovina*

And

*Economic Development Office
USAID/Bosnia and Herzegovina
Robert Frasure Street #1*

71000 Sarajevo
Bosnia and Herzegovina

The contractor must sign the SF-1034. Also, the contractor must submit the SF-1034 with the invoice and any other documentation in Adobe.

2) Electronic Invoice Submission: USAID encourages the electronic submission of invoices to:
AccountsPayableSarajevo@usaid.gov copying the COR on the submission.

G.9 Accounting and Appropriation Data

TBD at contract award.

A: GLAAS Requisition REQ-168-16-000012

BBFY	EBFY	FUND	PA	DIST	PE	PSE	SOC	FUNDED AMOUNT
								\$

B. Contractor Specific Information:

DUNS: _____
TIN: _____

END OF SECTION G

SECTION H—SPECIAL CONTRACT REQUIREMENTS

H.1 Notice Listing Contract Clauses Incorporated by Reference

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the clause at FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE” in Section I of this contract. Full text of the FAR clauses is available at <https://www.acquisition.gov/far/> and full text of the AIDAR clauses is available at <http://www.usaid.gov/ads/policy/300/aidar>.

NUMBER	TITLE	DATE
	Agency for International Development Acquisition Regulation (48 CFR Chapter 7)	
752.7027	Personnel	(DEC 1990)
752.228-70	Medical Evacuation (MEDEVAC) Services	(JULY 2007)
722.170	Employment of Third Country Nationals (TCNs) and Cooperating Country Nationals (CCNs)	

H.2 LANGUAGE REQUIREMENTS

- (a) The contractor will produce all reports and deliverables in Standard English.
- (b) The contractor must ensure the contractor’s employees and consultants possess the appropriate level of skill in written and spoken English and local language proficiency, as needed, to perform the contract requirements.
- (c) Contractor key personnel and/or consultants must have English and local language proficiency as needed, to perform contract requirements.

H.3 SOURCE AND NATIONALITY REQUIREMENTS

The contractor must comply with AIDAR 752.225-70, “Source and Nationality Requirements,” (FEB 2012), which provides in full:

- (a) Except as may be specifically approved by the Contracting Officer, the Contractor must procure all commodities (e.g., equipment, materials, vehicles, supplies) and services (including commodity transportation services) in accordance with the requirements at 22 CFR Part 228 “Rules on Procurement of Commodities and Services Financed by USAID Federal Program Funds.” The authorized source for procurement is Geographic Code 937 unless otherwise specified in the schedule of this contract (see Section H.4). Guidance on eligibility of specific goods or services may be obtained from the Contracting Officer.
- (b) Ineligible goods and services. The Contractor must not procure any of the following goods or services under this contract:
 - (1) Military equipment
 - (2) Surveillance equipment

- (3) Commodities and services for support of police and other law enforcement activities
 - (4) Abortion equipment and services
 - (5) Luxury goods and gambling equipment, or
 - (6) Weather modification equipment.
- (c) Restricted goods. The Contractor must obtain prior written approval of the Contracting Officer or comply with required procedures under an applicable waiver as provided by the Contracting Officer when procuring any of the following goods or services:
- (1) Agricultural commodities,
 - (2) Motor vehicles,
 - (3) Pharmaceuticals and contraceptive items
 - (4) Pesticides,
 - (5) Fertilizer,
 - (6) Used equipment, or
 - (7) U.S. government-owned excess property.

If USAID determines that the Contractor has procured any of these specific restricted goods under this contract without the prior written authorization of the Contracting Officer or fails to comply with required procedures under an applicable waiver as provided by the Contracting Officer, and has received payment for such purposes, the Contracting Officer may require the contractor to refund the entire amount of the purchase.

H.4 AUTHORIZED GEOGRAPHIC CODE

As stated above in Section H.3 AIDAR 752.225.70 paragraph (a), the authorized source for procurement of goods and services under this award is Geographic Code 937 (U.S., Bosnia and Herzegovina and developing countries other than advanced developing countries, and excluding prohibited sources).

H.5 WORKER'S COMPENSATION INSURANCE (DEFENSE BASE ACT)

The contractor must comply with AIDAR 752.228-3, "Worker's Compensation Insurance (Defense Base Act) (DEC 1991)," which provides in full:

- (a) The Contractor agrees to procure Defense Base Act (DBA) insurance pursuant to the terms of the contract between USAID and USAID's DBA insurance carrier unless the Contractor has a DBA self-insurance program approved by the Department of Labor or has an approved retrospective rating agreement for DBA.
- (b) If USAID or the Contractor has secured a waiver of DBA coverage (see AIDAR 728.305-70(a)) for contractor's employees who are not citizens of, residents of, or hired in the United States, the contractor agrees to provide such employees with worker's compensation benefits as required by the laws of the country in which the employees are working, or by the laws of the employee's native country, whichever offers greater benefits.
- (c) The Contractor further agrees to insert in all subcontracts hereunder to which the DBA is applicable, a clause similar to this clause, including this sentence, imposing on all subcontractors a like requirement to provide overseas workmen's compensation insurance coverage and obtain DBA coverage under the USAID requirements contract.

Pursuant to AIDAR 752.228-3 Worker's Compensation Insurance (Defense Base Act), to obtain DBA insurance contractors are to contact Allied World Assurance Company. Allied World Assurance Company is the only insurance underwriter authorized to write DBA insurance under USAID contracts as of March 1, 2010. Contractors must apply for coverage directly to AON Risk Insurance Services Inc., the agent for AWAC DBA Insurance. For instructions on the required application form and submission requirements, contact the following office:

AON Risk Insurance Services West, Inc.
2033 N. Main St., Suite 760
Walnut Creek, CA 94596-3722

Hours: 8:30 A.M. to 5:00 PM, Pacific Time

Primary Contact: Fred Robinson
Phone: (925) 951-1856
Fax: (925) 951-1890
Email: Fred.Robinson@aon.com

H.6 USAID DISABILITY POLICY (DEC 2004)

- (a) The objectives of the USAID Disability Policy are (1) to enhance the attainment of United States foreign assistance program goals by promoting the participation and equalization of opportunities of individuals with disabilities in USAID policy, country and sector strategies, activity designs and implementation; (2) to increase awareness of issues of people with disabilities both within USAID programs and in host countries; (3) to engage other U.S. government agencies, host country counterparts, governments, implementing organizations and other donors in fostering a climate of nondiscrimination against people with disabilities; and (4) to support international advocacy for people with disabilities. The full text of the policy paper can be found at the following website: http://pdf.usaid.gov/pdf_docs/PDABQ631.pdf
- (b) USAID therefore requires that the contractor not discriminate against people with disabilities in the implementation of USAID programs and that it make every effort to comply with the objectives of the USAID Disability Policy in performing this contract. To that end and within the scope of the contract, the contractor's actions must demonstrate a comprehensive and consistent approach for including men, women and children with disabilities."

H.7 REPORTING OF FOREIGN TAXES (JUL 2007)

- (a) The contractor must annually submit a report by April 16 of the next year.
- (b) Contents of Report. The report must contain:
 - (1) Contractor name.
 - (2) Contact name with phone, fax and email.
 - (3) Contract number(s).
 - (4) Amount of foreign taxes assessed by a foreign government [each foreign government must be listed separately] on commodity purchase transactions valued at \$500 or more financed with U.S. foreign assistance funds under this agreement during the prior U.S. fiscal year.
 - (5) Only foreign taxes assessed by the foreign government in the country receiving U.S. assistance is to be reported. Foreign taxes by a third party foreign government are not to be

reported. For example, if a contractor performing in Lesotho using foreign assistance funds should purchase commodities in South Africa, any taxes imposed by South Africa would not be reported in the report for Lesotho (or South Africa).

- (6) Any reimbursements received by the contractor during the period in (4) regardless of when the foreign tax was assessed and any reimbursements on the taxes reported in (4) received through March 31.
 - (7) Report is required even if the contractor did not pay any taxes during the report period.
 - (8) Cumulative reports may be provided if the contractor is implementing more than one program in a foreign country.
- (c) Definitions. For purposes of this clause:
- (1) “Agreement” includes USAID direct and country contracts, grants, cooperative agreements and interagency agreements.
 - (2) “Commodity” means any material, article, supply, goods, or equipment.
 - (3) “Foreign government” includes any foreign governmental entity.
 - (4) “Foreign taxes” means value-added taxes and custom duties assessed by a foreign government on a commodity. It does not include foreign sales taxes.
- (d) Where. Submit the reports to: One copy of each report should be sent to the COR and one copy to the Regional Controller located at USAID/Bosnia at the Bosnian address listed in Section G.8, “Invoicing Instructions”.
- (e) Subagreements. The contractor must include this reporting requirement in all applicable subcontracts and other subagreements.

H.8 PERSONNEL COMPENSATION

The contractor must comply with AIDAR 752.7007, “Personnel Compensation”, (JULY 2007), which provides in full:

- (a) Direct compensation of the Contractor’s personnel will be in accordance with the Contractor’s established written policies, procedures, and practices, and the cost principles applicable to this contract.
- (b) Reimbursement of the employee’s base annual salary plus overseas recruitment incentive, if any, which exceed the USAID Contractor Salary Threshold (USAID CST) stated in USAID Automated Directives System (ADS) Chapter 302 USAID Direct Contracting, must be approved in writing by the Contracting Officer, as prescribed in 731.205-6(b) or 731.371(b), as applicable.

H.9 ADDITIONAL REQUIREMENTS FOR PERSONNEL COMPENSATION

(a) Limitations :

- (1) If, during contract performance, the contractor proposes salary or wages for a new individual(s) that exceeds **15%** of the individual’s current salary or wage or the highest rate of annual salary or wage received during any full year of the immediately preceding three (3) years, the Cognizant Contracting Officer’s approval is required.

(2) In addition, there is a ceiling on the reimbursable base salary or wage paid to personnel under the Contract equivalent to the maximum annual salary rate specified in section H.8 above unless an advance written waiver is granted by the USAID Procurement Executive.

(b) Salaries during Travel

Salaries and wages paid while in travel status will not be reimbursed for a travel period greater than the time required for travel by the most direct and expeditious air route.

I Return of Overseas Employees

Salaries and wages paid to an employee serving overseas who is discharged by the Contractor for misconduct, inexcusable nonperformance, or security reasons will in no event be reimbursed for a period which extends beyond the time required to return him/her promptly to his/her point of origin by the most direct and expeditious air route.

(d) Annual Salary Increases

Annual salary increases (e.g. cost of living and merit increases and other) for the **current labor pool** may be granted once a year and cannot exceed the escalation rate that was negotiated for this contract. Annual salary increases of any kind exceeding this limitation or exceeding the USAID Contractor Salary Threshold (CST) may be granted only with the advance written approval of the Contracting Officer.

€ Definitions

As used herein, the terms “Salaries,” “Wages,” and “Compensation” mean the periodic remuneration received for professional or technical services rendered, exclusive of any of the differentials or allowances defined in the clause of this contract entitled “Differentials and Allowances” (AIDAR 752.7028), unless otherwise stated. The term “compensation” includes payments for personal services (including fees and honoraria). It excludes earnings from sources other than the individual’s professional or technical work, overhead, or other charges under the contract.”

H.10 INTERNATIONAL TRAVEL APPROVAL AND NOTIFICATION REQUIREMENTS

The contractor must comply with AIDAR 752.7032 “International travel approval and notification requirements (APR 2014)”, which provides in full:

Prior written approval by the contracting officer, or the contracting officer’s representative (COR) if delegated in the Contracting Officer’s Representative Designation Letter, is required for all international travel directly and identifiably funded by USAID under this contract. The Contractor must therefore present to the contracting officer or the contracting officer’s representative, an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advanced of the proposed travel as possible, but in no event less than three weeks before travel is planned to commence. The contracting officer’s or contracting officer’s representative’s (if delegated by the contracting officer) prior written approval may be in the form of a letter or telegram or similar device or may be specifically incorporated into the schedule of the contract. At least one week prior to commencement of approved international travel, the Contractor must notify the cognizant Mission, with a copy to the Contracting Officer or Contracting Officer’s Representative, of planned travel, identifying the travelers and the dates and times of arrival.

H.11 NONEXPENDABLE PROPERTY PURCHASES

- (a) With the exception of restricted commodities, the contracting officer hereby approves all non-expendable property, including Information Technology (IT) equipment listed in the offeror’s technical and cost proposal, dated **TBD**.

H.12 GOVERNMENT FURNISHED FACILITIES OR PROPERTY

- (a) The contractor and any employee or consultant of the contractor is prohibited from using U.S. Government facilities (such as office space or equipment) or U.S. Government clerical or technical personnel in the performance of the services specified in the contract unless the use of U.S. Government facilities or personnel is specifically authorized in the contract or is authorized in advance, in writing, by the COR.
- (b) Please refer to Section J for Government Furnished Property for the Harnessing Bosnia and Herzegovina Diaspora for Economic Development Activity. (Attachment J.4 – Property List).

H.13 LOGISTIC SUPPORT

- (a) The contractor will furnish all logistic support in the United States and overseas.

H.14 DISCLOSURE OF INFORMATION

- (a) Contractors are reminded that information furnished under this solicitation may be subject to disclosure under the Freedom of Information Act (**FOIA**). Therefore, all items that are confidential to business, or contain trade secrets, proprietary, or personnel information must be clearly marked. Marking of items will not necessarily preclude disclosure when the U.S. Office of Personnel Management (**OPM** or **The Government**) determines disclosure is warranted by FOIA. However, if such items are not marked, all information contained within the submitted documents will be deemed to be releasable.
- (b) Any information made available to the Contractor by the Government must be used only for the purpose of carrying out the provisions of this contract and must not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract.
- (c) In performance of this contract, the Contractor assumes responsibility for protection of the confidentiality of Government records and must ensure that all work performed by its subcontractors must be under the supervision of the Contractor or the Contractor's responsible employees.
- (d) Each officer or employee of the Contractor or any of its subcontractors to whom any Government record may be made available or disclosed must be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions imposed by 19 U.S.C. 641. That section provides, in pertinent part, that whoever knowingly converts to their use or the use of another, or without authority, sells, conveys, or disposes of any record of the United States or whoever receives the same with intent to convert it to their use or gain, knowing it to have been converted, must be guilty of a crime punishable by a fine of up to \$10,000, or imprisoned up to ten years, or both.

H.15 ORGANIZATIONAL CONFLICTS OF INTEREST

- (a) Any concerns/issues related to Organizational Conflict of Interest prior to or during the performance of this contract **must** be brought to the attention of the Contracting Officer as soon as it appears. See CIB 99-17: <http://www.usaid.gov/work-usaid/aapds-cibs/cib-99-17>

H.16 EXECUTIVE ORDER ON TERRORISM FINANCING

- (a) The Contractor is reminded that U.S. Executive Orders and U.S. law prohibits transactions with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the legal responsibility of the Contractor to ensure compliance with these Executive Orders and laws. This provision must be included in all subcontracts/subawards issued under this contract. A list of these names can be found at the web site of the Office of Foreign Assets Control (OFAC) with the Department of Treasury at <http://treasury.gov/ofac>.

H.17 FOREIGN GOVERNMENT DELEGATIONS TO INTERNATIONAL CONFERENCES

- (a) Funds in this contract may not be used to finance the travel, per diem, hotel expenses, meals, conference fees or other conference costs for any member of a foreign government's delegation to an international conference sponsored by a public international organization, except as provided in ADS Mandatory Reference "Guidance on Funding Foreign Government Delegations to International Conferences" <http://www.usaid.gov/policy/ads/300/350maa.pdf> or as approved by the CO.

H.18 ENVIRONMENTAL COMPLIANCE

- 1a) The Foreign Assistance Act of 1961, as amended, Section 117 requires that the impact of USAID's activities on the environment be considered and that USAID include environmental sustainability as a central consideration in designing and carrying out its development programs. This mandate is codified in Federal Regulations (22 CFR 216) and in USAID's Automated Directives System (ADS) Parts 201.5.10g and 204 (<http://www.usaid.gov/policy/ads/200/>), which, in part, require that the potential environmental impacts of USAID-financed activities are identified prior to a final decision to proceed and that appropriate environmental safeguards are adopted for all activities. The contractor's environmental compliance obligations under these regulations and procedures are specified in the following paragraphs of this contract.
- 1b) In addition, the contractor must comply with host country environmental regulations unless otherwise directed in writing by USAID. In case of conflict between host country and USAID regulations, the latter must govern.
- 1c) No activity funded under this contract will be implemented unless an environmental threshold determination, as defined by 22 CFR 216, has been reached for that activity, as documented in a Request for Categorical Exclusion (RCE), Initial Environmental Examination (IEE), or Environmental Assessment (EA) duly signed by the Bureau Environmental Officer (BEO)
- 2) An Initial Environmental Examination (IEE) (DCN: 2015-BOS-008) has been approved for the Harnessing Bosnia and Herzegovina Diaspora for Economic Development Activity funding this RFP (Attachment J.5). The IEE covers activities expected to be implemented under this contract. USAID has determined that a **Negative Determination** applies to some of the proposed activities. If these activities are implemented subject to the specified conditions, they are expected to have no significant adverse effect on the environment. The contractor must be responsible for implementing all IEE conditions pertaining to activities to be funded under this contract.
- 3a) As part of its initial Work Plan, and all Annual Work Plans thereafter, the contractor, in collaboration with the USAID COR and Mission Environmental Officer or Bureau Environmental Officer, as appropriate, must review all ongoing and planned activities under this

contract to determine if they are within the scope of the approved Regulation 216 environmental documentation.

- 3b) If the contractor plans any new activities outside the scope of the approved Regulation 216 environmental documentation, it must prepare an amendment to the documentation for USAID review and approval. No such new activities must be undertaken prior to receiving written USAID approval of environmental documentation amendments.
- 3c) Any ongoing activities found to be outside the scope of the approved Regulation 216 environmental documentation must be halted until an amendment to the documentation is submitted and written approval is received from USAID.
- 4) When the approved Regulation 216 documentation is (1) an IEE that contains one or more Negative Determinations with conditions and/or (2) an EA, the contractor must:
 - 4a) Unless the approved Regulation 216 documentation contains a complete environmental mitigation and monitoring plan (EMMP) or a project mitigation and monitoring (M&M) plan, the contractor must prepare an EMMP or M&M Plan describing how the contractor will, in specific terms, implement all IEE and/or EA conditions that apply to proposed project activities within the scope of the award. The EMMP or M&M Plan must include monitoring the implementation of the conditions and their effectiveness.
 - 4b) Integrate a completed EMMP or M&M Plan into the initial work plan.
 - 4c) Integrate an EMMP or M&M Plan into subsequent Annual Work Plans, making any necessary adjustments to activity implementation in order to minimize adverse impacts to the environment.
- 5a) Cost and technical proposals must reflect IEE or EA preparation costs and approaches.
- 5b) The Contractor will be expected to comply with all conditions specified in the approved IEE and/or EA.
- 5c) If an IEE, as developed by the contractor and approved by USAID, includes a Positive Determination for one or more activities, the contractor will be required to develop and submit an EA addressing these activities.

H.19 CONSENT TO SUBCONTRACT

- (a) Pursuant to FAR § 52.244-2, "Subcontracts," the Contracting Officer hereby consents to the contractor's award of the below subcontracts as proposed in the contractor's proposal that resulted in the award of this contract to the following firms for the products or services specified below:
 - (1) Subcontractor Name: **TBD**.
Amount: **TBD**.
- (b) The contractor must request Contracting Officer consent and submit the information required by the aforementioned clause for any subcontracts requiring consent but not listed above.

H.20 NONDISCRIMINATION (JUNE 2012)

FAR Part 27 and the clauses prescribed in that part prohibit contractors performing in or recruiting from the U.S. from engaging in certain discriminatory practices.

USAID is committed to achieving and maintaining a diverse and representative workforce and a workplace free of discrimination. Based on law, Executive Order, and Agency policy, USAID prohibits discrimination in its own workplace on the basis of race, color, religion, sex (including pregnancy and gender identity), national origin, disability, age, veteran's status, sexual orientation, genetic information, marital status, parental status, political affiliation, and any other conduct that does not adversely affect the performance of the employee. USAID does not tolerate any type of harassment, either sexual or nonsexual, of any employee or applicant for employment. Contractors are required to comply with the nondiscrimination requirements of the FAR.

In addition, the Agency strongly encourages all its contractors (at all tiers) to develop and enforce comprehensive nondiscrimination policies for their workplaces that include protection on these expanded bases, subject to applicable law.

H.21 GRANTS UNDER CONTRACTS

~~The Contractor is required to develop and execute a grants program in accordance with the requirements for grants under contracts as provided in ADS 302.3.4.13. The Contractor must apply at a minimum all of the following requirements to the grant program and all grants awarded by the Contractor:~~

- ~~1. The Contractor is authorized to execute grants (not cooperative agreements) with non-governmental organizations (nonprofits or for profits) and partner government entities (also known as partner government implementing entity as defined in ADS 220).~~
- ~~2. In accordance with ADS 303, the total value of an individual grant to a U.S. organization must not exceed \$100,000. (This limitation does not apply to grant awards to non U.S. organizations.)~~
- ~~3. The total value of all GUCs that provide funds (as opposed to in-kind assistance) to a particular partner government entity (for example, ministry, municipality, district, etc.) must not exceed \$300,000 for the duration of the prime contract.~~
- ~~4. The Contractor must ensure that USAID is significantly involved in establishing the selection criteria.~~
- ~~5. The selection of all grant recipients is subject to USAID review and approval and such approval may be delegated by the Contracting Officer to the COR. Such delegation of authority will be in writing.~~
- ~~6. The Contractor must follow and apply all Agency requirements which apply to the award and administration of all USAID-executed grants to all grants signed by the Contractor. The range of requirements must include, but is not limited to, all requirements of USAID's Automated Directives System 303, as amended, all applicable regulatory, policy or procedural changes disseminated through Acquisition & Assistance Policy Directives or any similar notice available on the Agency's website.~~

7. ~~The Contractor must include award language that notifies the grantee that USAID retains the right to terminate the grant activity (activities) unilaterally in extraordinary circumstances.~~
8. ~~Each grant awarded by the Contractor on behalf of USAID under this contract must be in the following form: (1) a grant letter; (2) a Schedule; (3) a Program Description to be developed by the grantee and the Contractor; and (4) (i) the mandatory standard provisions and (ii) any applicable required as applicable standard provisions.~~
9. ~~The Contractor must ensure that the grantee does not appear on the “List of Parties Excluded from Federal Procurement and Non-Procurement Programs”.~~
10. ~~The Contractor must acquire a signed Certification Regarding Terrorist Financing from the proposed grantee and the Contractor must confirm that the proposed grantee: (i) does not appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: <http://sdnsearch.ofac.treas.gov/> and (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor and (iii) has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Osama bin Laden (a.k.a. “Osama bin Laden”), or the Al Qaeda Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor must refer to the consolidated list available online at the Committee’s website: <https://www.un.org/sc/suborg/en/sanctions/1267/aq-sanctions-list>. The Contractor must consider all information about the proposed grantee of which it is aware and all public information that is reasonably available to it or of which it should be aware prior to recommending a grant to that individual or organization for USAID’s approval. The Contractor further agrees to implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity and to immediately notify USAID and cease support, transactions or dealings with any individual or organization that is designated by the United States Government as a Foreign Terrorist Organization or as a Specially Designated Terrorist or a Specially Designated Global Terrorist or has been designated by the United States Government in or pursuant to Executive Orders 12947 or 13224, or has been designated by the 1267 Committee, or otherwise engages in terrorist acts.~~
11. ~~The grant does not extend for any period beyond the estimated termination or completion date of this contract.~~
12. ~~The grant provides that payment of any interest, fees, program income and other refunds generated by grant recipients hereunder will be made to a special, non-commingled, interest-bearing account established by the Contractor (the “Separate Account”). The Contractor has no beneficial interest in any funds in the Separate Account. Funds in the Separate Account must be used as directed by the Contracting Officer.~~
13. ~~The Contractor must scrupulously avoid any conflicts of interest and should any conflict of interest arise, the Contractor must immediately notify the Contracting Officer as to the conflict and the Contractor’s proposed solution for avoiding the conflict, and the Contractor must follow the instructions of the Contracting Officer.~~

14. ~~The Contractor will act as custodian for USAID of all records relating to grants under the Contract. The Contractor will preserve all records with respect to its grant making (including with respect to the deliberations of all Review Panels) and grant administration hereunder. Copies of all reports received from grantees will be promptly forwarded to the Contracting Officer Representative. USAID and the Comptroller General must have full access to all documents, papers and others records of the Contractor with respect to its duties hereunder. At the conclusion of the contract, the Contractor must consult with the Contracting Officer for direction as to which records must be transferred to USAID.~~
15. ~~With reference to ADS 303 Mandatory Standard Provision entitled “SUBMISSIONS TO THE DEVELOPMENT EXPERIENCE CLEARINGHOUSE AND DATA RIGHTS (JUNE 2012)” the Contractor must forward one copy of all published reports generated by recipients under the grants program to USAID Development Experience Clearinghouse (DEC).~~
16. ~~The Contractor must comply with and apply additional grant program requirements under this Contract. Conflicts between Section C and this Section must be resolved by the Contracting Officer.~~

The Contractor is authorized to award sub-grants to U.S. Non-Governmental Organizations (NGOs) and non-U.S. NGOs. Subgrants to U.S. NGOs (not-for-profits or for-profits) are limited to \$100,000 total per recipient (ADS 302.3.4.13). This limitation does not apply to grant awards to non-U.S. NGOs. Contractor-issued subgrants shall be awarded and administered in accordance with the policies, procedures, and regulations set forth or referenced in Automated Directives System (ADS) 303 for Grants and Cooperative Agreements to Non-Governmental Organizations (NGOs) as periodically amended.

All sub-grants shall be awarded competitively with exceptions to be approved by the Contracting Officer. The use of fixed amount awards (FAAs) and the Simplified Grant Format are authorized when the conditions in ADS 303.3.24 and ADS 303.3.25 are met. ADS 308, Awards to Public International Organizations are also applied to grants that a USAID contractor executes.

The Contractor must ensure that the grantee does not appear on the “List of Parties Excluded from Federal Procurement and Non-Procurement Programs”.

The Contractor must acquire a signed Certification Regarding Terrorist Financing from the proposed grantee and the Contractor must confirm that the proposed grantee: (i) does not appear on the master list of Specially Designated Nationals and Blocked Persons, which list is maintained by the U.S. Treasury’s Office of Foreign Assets Control (OFAC) and is available online at OFAC’s website: <http://sdnsearch.ofac.treas.gov/> and (ii) is not included in any supplementary information concerning prohibited individuals or entities that may be provided by USAID to the Contractor and (iii) has not been designated by the United Nations Security (UNSC) sanctions committee established under UNSC Resolution 1267 (1999) (the “1267 Committee”) [individuals and entities linked to the Taliban, Osama bin Laden (a.k.a. “Osama bin Laden”), or the Al Qaeda Organization]. To determine whether there has been a published designation of an individual or entity by the 1267 Committee, the Contractor must refer to the consolidated list available online at the Committee’s website: https://www.un.org/sc/suborg/en/sanctions/1267/aq_sanctions_list. The Contractor must consider all information about the proposed grantee of which it is aware and all public information that is reasonably available to it or of which it should be aware prior to recommending a grant to that individual or organization for USAID’s approval. The Contractor further agrees to implement reasonable monitoring and oversight procedures to safeguard against assistance being diverted to support terrorist activity and to

immediately notify USAID and cease support, transactions or dealings with any individual or organization that is designated by the United States Government as a Foreign Terrorist Organization or as a Specially Designated Terrorist or a Specially Designated Global Terrorist or has been designated by the United States Government in or pursuant to Executive Orders 12947 or 13224, or has been designated by the 1267 Committee, or otherwise engages in terrorist acts.

Prior to publicizing any funding opportunities, or awarding any sub-grants, the Contracting Officer shall approve the Contractor's Grants Manual. Please see additional information on the Grants Manual under F.7.4. USAID reserves the right to conduct reviews of the Contractor's grants management program.

USAID must be significantly involved in establishing the selection criteria and must approve the actual selection of grant recipients. USAID retains the right to terminate any or all grants unilaterally in extraordinary circumstances."

H.22 USAID-FINANCED THIRD-PARTY WEB SITES (AUGUST 2013)

(a) Definitions :

"Third-party web sites"

Sites hosted on environments external to USAID boundaries and not directly controlled by USAID policies and staff, except through the terms and conditions of a contract. Third-party Web sites include project sites.

(b) The contractor must adhere to the following requirements when developing, launching, and maintaining a third-party Web site funded by USAID for the purpose of meeting the project implementation goals:

(1) Working through the COR, the contractor must notify the USAID Bureau for Legislative and Public Affairs/Public Information, Production and Online Services (LPA/PIPOS) of the Web site URL as far in advance of the site's launch as possible.

(2) The contractor must comply with Agency branding and marking requirements comprised of the USAID logo and brandmark with the tagline "from the American people," located on the USAID Web site at www.usaid.gov/branding, and USAID Graphics Standards manual at <http://www.usaid.gov>.

(3) The Web site must be marked on the index page of the site and every major entry point to the Web site with a disclaimer that states:

"The information provided on this Web site is not official U.S. Government information and does not represent the views or positions of the U.S. Agency for International Development or the U.S. Government."

(4) The Web site must provide persons with disabilities access to information that is comparable to the access available to others. As such, all site content must be compliant with the requirements of the Section 508 amendments to the Rehabilitation Act.

(5) The contractor must identify and provide to the COR, in writing, the contact information for the information security point of contact. The contractor is responsible for updating the contact information whenever there is a change in personnel assigned to this role.

(6) The contractor must provide adequate protection from unauthorized access, alteration, disclosure, or misuse of information processed, stored, or transmitted on the Web sites. To minimize security risks and ensure the integrity and availability of information, the contractor must use sound: system/software management; engineering and development; and secure-coding practices consistent with USAID standards and information security best practices. Rigorous security safeguards, including but not limited to, virus protection; network intrusion detection and prevention programs; and vulnerability management systems must be implemented and critical security issues must be resolved as quickly as possible or within 30 days. Contact the USAID Chief Information Security Officer (CISO) at ISSO@usaid.gov for specific standards and guidance.

(7) The contractor must conduct periodic vulnerability scans, mitigate all security risks identified during such scans, and report subsequent remediation actions to CISO at ISSO@usaid.gov and COR within 30 workdays from the date vulnerabilities are identified. The report must include disclosure of the tools used to conduct the scans. Alternatively, the contractor may authorize USAID CISO at ISSO@usaid.gov to conduct periodic vulnerability scans via its Web-scanning program. The sole purpose of USAID scanning will be to minimize security risks. The contractor will be responsible for taking the necessary remediation action and reporting to USAID as specified above.

I For general information, agency graphics, metadata, privacy policy, and 508 compliance requirements, refer to <http://www.usaid.gov>.

H.23 CONFERENCE PLANNING AND REQUIRED APPROVALS (AUGUST 2013)

The contractor must obtain USAID approval prior to committing costs related to conferences funded in whole or in part with USAID funds where:

1. Twenty (20) or more USAID employees are expected to attend.
2. The net conference expense funded by USAID will exceed \$100,000 (excluding salary of employees), regardless of the number of USAID participants.

A conference is defined as a seminar, meeting, retreat, symposium, workshop, training activity or other such event that requires temporary duty travel of USAID employees. For the purpose of this policy, an employee is defined as a U.S. direct hire; personal services contractor, including U.S. PSCs, Foreign Service National (FSN)/Cooperating Country National (CCN) and Third Country National (TCN); or a Federal employee detailed to USAID from another government agency.

Conferences approved at the time of award will be incorporated into the award. Any subsequent requests for approval of conferences must be submitted by the contractor to the USAID COR. The COR will obtain the required agency approvals and communicate such approvals to the contractor in writing. The request for conference approval must include:

- ☐ A brief summary of the proposed event;
- ☐ A justification for the conference and alternatives considered, e.g., teleconferencing and videoconferencing;
- ☐ The estimated budget by line item (e.g., travel and per diem, venue, facilitators, meals, equipment, printing, access fees, ground transportation);
- ☐ A list of USAID employees attending and a justification for each; and the number of other USAID-funded participants (e.g., institutional contractors);

- ☐ The venues considered (including government-owned facility), cost comparison, and justification for venue selected if it is not the lowest cost option;
- ☐ If meals will be provided to local employees (a local employee would not be in travel status), a determination that the meals are a necessary expense for achieving Agency objectives; and
- ☐ A certification that strict fiscal responsibility has been exercised in making decisions regarding conference expenditures, the proposed costs are comprehensive and represent the greatest cost advantage to the U.S. Government, and that the proposed conference representation has been limited to the minimum number of attendees necessary to support the Agency's mission.

H.24 USAID IMPLEMENTING PARTNER NOTICES (IPN) PORTAL FOR ACQUISITION (JULY 2014)

a) Definitions

“USAID Implementing Partner Notices (IPN) Portal for Acquisition (“IPN Portal”)” means the single point where USAID posts universal bilateral modifications, which can be accessed electronically by registered USAID contractors. The IPN Portal is located at <https://sites.google.com/site/ipnforacquisitions/>.

“IPN Portal Administrator” means the USAID official designated by the M/OAA Director, who has overall responsibility for managing the USAID Implementing Partner Notices Portal for Acquisition.

“Universal bilateral modification” means modifications such as those that update or incorporate new FAR or AIDAR clauses, other terms and conditions, or special requirements that affect all awards or a class of awards as specified in the Agency notification of such terms and conditions or special requirements.

b) By submission of an offer and execution of a contract, the Offeror/Contractor acknowledges the requirement to:

- (1) Register with the IPN Portal if awarded a contract resulting from this solicitation, and
- (2) Receive universal bilateral modifications to this contract and general notices via the IPN Portal.

c) Procedure to register for notifications.

Go to: <https://sites.google.com/site/usaaidipnforacquisitions/> and click the “Register” button at the top of the page. Contractor representatives must use their official organization email address when subscribing, not personal email addresses.

d) Processing of IPN Portal Modifications

The contractor may access the IPN Portal at any time to review all IPN Portal modifications; however, the system will also notify the contractor by email when the USAID IPN Portal Administrator posts a universal bilateral modification for contractor review and signature. Proposed IPN Portal modifications distributed via the IPN Portal are applicable to all awards, unless otherwise noted in the proposed modification.

Within 15 calendar days from receipt of the notification email from the IPN Portal, the contractor must do one of the following:

(1) (a) verify applicability of the proposed modification for their award(s) per the instructions provided with each modification; (b) download the modification and incorporate the following information on the SF30 form: contract number, organization name, and organization mailing address as it appears in the basic award; (c) sign the hardcopy version; and (d) send the signed modification (by email or hardcopy) to the CO for signature. The contractor must not incorporate any other changes to the IPN Portal modification. Bilateral modifications provided through the IPN Portal are not effective until the both the contractor and the CO sign the modification;

(2) Notify the Contracting Officer in writing if the modification requires negotiation of additional changes to terms and conditions of the contract; or

(3) Notify the Contracting Officer that the contractor declines to sign the modification.

Within 30 calendar days of receipt of a signed modification from the contractor, the CO must provide the fully executed modification to the contractor or initiate discussions with the contractor.

H.25 SUBMISSION OF DATASETS TO THE DEVELOPMENT DATA LIBRARY (DDL) (OCTOBER 2014)

(a) Definitions. For the purpose of submissions to the DDL:

(1) “Dataset” is an organized collection of structured data, including data contained in spreadsheets, whether presented in tabular or non-tabular form. For example, a Dataset may represent a single spreadsheet, an extensible mark-up language (XML) file, a geospatial data file, or an organized collection of these. This requirement does not apply to aggregated performance reporting data that the contractor submits directly to a USAID portfolio management system or to unstructured data, such as email messages, PDF files, PowerPoint presentations, word processing documents, photos and graphic images, audio files, collaboration software, and instant messages. Neither does the requirement apply to the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information. Datasets submitted to the DDL will generally be those generated with USAID resources and created in support of Intellectual Work that is uploaded to the Development Experience Clearinghouse (DEC) (see AIDAR 752.7005 “Submission Requirements for Development Experience Documents”).

(2) “Intellectual Work” includes all works that document the implementation, monitoring, evaluation, and results of international development assistance activities developed or acquired under this award, which may include program and communications materials, evaluations and assessments, information products, research and technical reports, progress and performance reports required under this award (excluding administrative financial information), and other reports, articles and papers prepared by the contractor under the award, whether published or not. The term does not include the contractor’s information that is incidental to award administration, such as financial, administrative, cost or pricing, or management information.

(b) Submissions to the Development Data Library (DDL)

(1) The Contractor must submit to the Development Data Library (DDL), at www.usaid.gov/data, in a machine-readable, non-proprietary format, a copy of any Dataset created or obtained in performance of this award, including Datasets produced by a subcontractor

at any tier. The submission must include supporting documentation describing the Dataset, such as code books, data dictionaries, data gathering tools, notes on data quality, and explanations of redactions.

(2) Unless otherwise directed by the Contracting Officer (CO) or the Contracting Officer Representative (COR), the contractor must submit the Dataset and supporting documentation within thirty (30) calendar days after the Dataset is first used to produce an Intellectual Work or is of sufficient quality to produce an Intellectual Work. Within thirty (30) calendar days after award completion, the contractor must submit to the DDL any Datasets and supporting documentation that have not previously been submitted to the DDL, along with an index of all Datasets and Intellectual Work created or obtained under the award. The contractor must also provide to the COR an itemized list of any and all DDL submissions.

The contractor is not required to submit the data to the DDL, when, in accordance with the terms and conditions of this award, Datasets containing results of federally funded scientific research are submitted to a publicly accessible research database. However, the contractor must submit a notice to the DDL by following the instructions at www.usaid.gov/data, with a copy to the COR, providing details on where and how to access the data. The direct results of federally funded scientific research must be reported no later than when the data are ready to be submitted to a peer-reviewed journal for publication, or no later than five calendar days prior to the conclusion of the award, whichever occurs earlier.

(3) The contractor must submit the Datasets following the submission instructions and acceptable formats found at www.usaid.gov/data.

(4) The contractor must ensure that any Dataset submitted to the DDL does not contain any proprietary or personally identifiable information, such as social security numbers, home addresses, and dates of birth. Such information must be removed prior to submission.

(5) The contractor must not submit classified data to the DDL.

H.26 ELECTRONIC PAYMENTS SYSTEM

1. Definitions :

a. “Cash Payment System” means a payment system that generates any transfer of funds through a transaction originated by cash, check, or similar paper instrument. This includes electronic payments to a financial institution or clearing house that subsequently issues cash, check, or similar paper instrument to the designated payee.

b. “Electronic Payment System” means a payment system that generates any transfer of funds, other than a transaction originated by cash, check, or similar paper instrument, which is initiated through an electronic terminal, telephone, mobile phone, computer, or magnetic tape, for the purpose of ordering, instructing or authorizing a financial institution to debit or credit an account. The term includes debit cards, wire transfers, transfers made at automatic teller machines, and point-of-sale terminals.

2. The contractor agrees to use an electronic payment system for any payments under this award to beneficiaries, subcontractors, or grants under contracts, where applicable.

3. Exceptions. The contractor is allowed the following exceptions, provided the contractor documents its contract file with the appropriate justification:

- a. Cash payments made while establishing electronic payment systems, provided that this exception is not used for more than six months from the effective date of this award.
- b. Cash payments made to payees where the contractor does not expect to make payments to the same payee on a regular, recurring basis, and payment through an electronic payment system is not reasonably available.
- c. Cash payments to vendors below the micro purchase level as defined by FAR 2.101, or for Grants Under Contracts for less than \$3000, when payment through an electronic payment system is not reasonably available.
- d. The contractor has received a specific written exception from the Contracting Officer that a specific payment or all cash payments are authorized, based on the contractor's written justification, which provides a basis and cost analysis for the requested exception.

4. More information about how to establish, implement, and manage electronic payment methods is available to contractors at <http://solutionscenter.nethope.org/programs/c2e-toolkit>.”

END OF SECTION H

PART II—CONTRACT CLAUSES

SECTION I—CONTRACT CLAUSES

I.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

Full text of the FAR clauses is available at <https://www.acquisition.gov/far/> and full text of the AIDAR clauses is available at <http://www.usaid.gov/ads/policy/300/aidar>.

I.2 NOTICE LISTING CONTRACT CLAUSES INCORPORATED BY REFERENCE

The following contract clauses are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with FAR “52.252-2 CLAUSES INCORPORATED BY REFERENCE” as follows:

NUMBER	TITLE	DATE
	Federal Acquisition Regulation (48 CFR Chapter 1)	
52.202-1	Definitions	(NOV 2013)
52.203-3	Gratuities	(APR 1984)
52.203-5	Covenant against Contingent Fees	(MAY 2014)
52.203-6	Restrictions on Subcontractor Sales to the Government	(SEP 2006)
52.203-7	Anti-Kickback Procedures	(MAY 2014)
52.203-8	Cancellation, Rescission and Recovery of Funds for Illegal or Improper Activity	(MAY 2014)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	(MAY 2014)
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	(OCT 2010)
52.203-13	Contractor Code of Business Ethics and Conduct	(OCT 2015)
52.203-17	Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights	(APR 2014)
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	(MAY 2011)
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	(OCT 2015)
52.204-12	Data Universal Numbering System Number Maintenance	(DEC 2012)
52.204-13	System for Award Management Maintenance	(JUL 2013)
52.209-6	Protecting the Government’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(OCT 2015)
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	(JUL 2013)
52.215-2	Audit and Records—Negotiation	(OCT 2010)
52.215-8	Order of Precedence—Uniform Contract Format	(OCT 1997)
52.215-14	Integrity of Unit Prices	(OCT 2010)
52.215-23	Limitations on Pass-Through Charges	(OCT 2009)
52.216-7	Allowable Cost and Payment	(JUN 2013)
52.216-8	Fixed Fee	(JUN 2011)
52.222-2	Payment for Overtime Premiums	(JUL 1990)
52.222-21	Prohibition of Segregated Facilities	(APR 2015)

52.222-26	Equal Opportunity	(APR 2015)
52.222-29	Notification of Visa Denial	(APR 2015)
52.222-50	Combating Trafficking in Persons	(MAR 2015)
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	(AUG 2011)
52.225-13	Restrictions on Certain Foreign Purchases	(JUN 2008)
52.228-3	Workers' Compensation Insurance (Defense Base Act)	(JUL 2014)
52.228-7	Insurance—Liability to Third Persons	(MAR 1996)
52.230-2	Cost Accounting Standards	(OCT 2015)
52.230-6	Administration of Cost Accounting Standards	(JUN 2010)
52.232-9	Limitation on Withholding of Payments	(APR 1984)
52.232-17	Interest	(MAY 2014)
52.232-18	Availability of Funds	(APR 1984)
52.232-22	Limitation of Funds	(APR 1984)
52.232-23	Assignment of Claims	(MAY 2014)
52.232-25	Prompt Payment	(JUL 2013)
52.232-25	Prompt Payment—Alternate I	(FEB 2002)
52.232-33	Payment by Electronic Funds Transfer—System for Award Management	(JUL 2013)
52.232-39	Unenforceability of Unauthorized Obligations	(JUN 2013)
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	(DEC 2013)
52.233-1	Disputes	(MAY 2014)
52.233-3	Protest after Award	(AUG 1996)
52.233-3	Protest after Award—Alternate I	(JUN 1985)
52.233-4	Applicable Law for Breach of Contract Claim	(OCT 2004)
52.242-1	Notice of Intent to Disallow Costs	(APR 1984)
52.242-3	Penalties for Unallowable Costs	(MAY 2014)
52.242-4	Certification of Final Indirect Costs	(JAN 1997)
52.242-13	Bankruptcy	(JUL 1995)
52.243-2	Changes—Cost-Reimbursement	(AUG 1987)
52.243-2	Changes—Cost-Reimbursement—Alternate II	(APR 1984)
52.243-7	Notification of Changes	(APR 1984)
52.244-2	Subcontracts	(OCT 2010)
52.244-2	Subcontracts—Alternate I	(JUN 2007)
52.244-5	Competition in Subcontracting	(DEC 1996)
52.244-6	Subcontracts for Commercial Items	(JUN 2016)
52.245-1	Government Property	(APR 2012)
52.245-9	Use and Charges	(APR 2012)
52.246-25	Limitation of Liability—Services	(FEB 1997)
52.247-63	Preference for U.S.-Flag Air Carriers	(JUN 2003)
52.249-6	Termination (Cost-Reimbursement)	(MAY 2004)
52.249-14	Excusable Delays	(APR 1984)
52.253-1	Computer Generated Forms	(JAN 1991)

NUMBER	TITLE	DATE
--------	-------	------

Agency for International Development Acquisition Regulation (48 CFR Chapter 7)

752.202-1	Definitions	(JAN 1990)
752.202-1	USAID Definitions Clause—Supplement for USAID Contracts	
	Involving Performance Overseas – Alternate 72	(JUN 2009)
752.204-2	Security Requirements	(FEB 1999)
752.209-71	Organizational Conflicts of Interest Discovered After Award	(JUNE 1993)

752.211-70	Language and Measurement	(JUN 1992)
752.219-70	USAID Mentor-Protégé Program	(JUL 2007)
752.228-7	Insurance—Liability to Third Persons	(JULY 1997)
752.229-70	Federal, State and Local Taxes	
752.231-71	Salary Supplements for HG Employees	(MAR 2015)
752.242-70	Periodic Progress Reports	(OCT 2007)
752.7001	Biographical Data	(JUL 1997)
752.7002	Travel and Transportation	(JAN 1990)
752.7004	Emergency Locator Information	(JUL 1997)
752.7006	Notices	(APR 1984)
752.7008	Use of Government Facilities or Personnel	(APR 1984)
752.7010	Conversion of U.S. Dollars to Local Currency	(APR 1984)
752.7011	Orientation and Language Training	(APR 1984)
752.7013	Contractor-Mission Relationships	(OCT 1989)
752.7014	Notice of Changes in Travel Regulations	(JAN 1990)
752.7015	Use of Pouch Facilities	(JUL 1997)
752.7025	Approvals	(APR 1984)
752.7028	Differential and Allowances	(JUL 1996)
752.7029	Post Privileges	(JUL 1993)
752.7031	Leave and Holidays	(OCT 1989)
752.7033	Physical Fitness	(JUL 1997)
752.7034	Acknowledgment and Disclaimer	(DEC 1991)
752.7035	Public Notices	(DEC 1991)

I.3 52.203-99, PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (APR 2015) (DEVIATION 2015-02)

(a) The Contractor must not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The contractor must notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

I The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 7 43 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(2) The Government may seek any available remedies in the event the contractor fails to comply with the provisions of this clause.

I.4 52.204-1 APPROVAL OF CONTRACT (DEC 1989)

This contract is subject to the written approval of the Contracting Officer and must not be binding until so approved.

I.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder must not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 30 days.

I.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

I The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

I.7 52.227-23 RIGHTS TO PROPOSAL DATA (TECHNICAL) (JUNE 1987)

Except for data contained on pages **TBD**, it is agreed that as a condition of award of this contract, and notwithstanding the conditions of any notice appearing thereon, the Government must have unlimited rights (as defined in the "Rights in Data-General" clause contained in this contract) in and to the technical data contained in the proposal dated **TBD**, upon which this contract is based.

I.8 52.229-8 TAXES-FOREIGN COST-REIMBURSEMENT CONTRACTS (MAR 1990)

(a) Any tax or duty from which the United States Government is exempt by agreement with the Government of Bosnia and Herzegovina or from which the Contractor or any subcontractor under this contract is exempt under the laws of Bosnia and Herzegovina, must not constitute an allowable cost under this contract.

(b) If the Contractor or subcontractor under this contract obtains a foreign tax credit that reduces its Federal income tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that was reimbursed under this contract, the amount of the reduction must be paid or credited at the time of such offset to the Government of the United States as the Contracting Officer directs.

END OF SECTION I

PART III—LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

SECTION J—LIST OF ATTACHMENTS

Attachment Number	Title
J.1	Diaspora Activity Background Information
J.2	Monitoring and Evaluation Plan (template) including 2.1 Logical Framework
J.3	Branding and Marking Plan template
J.4	USAID Property List
J.5	Initial Environmental Examination (IEE)
J.6	Contractor Performance Report—Short Form
J.7	Summary Budget Format
J.8	Office Space

PART IV—REPRESENTATIONS AND INSTRUCTIONS

SECTION K—REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

K.1 Notice Listing Contract Clauses Incorporated by Reference

The following contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with FAR § 52.252-2, “Clauses Incorporated By Reference,” in Section I of this contract.

NUMBER	TITLE	DATE
Federal Acquisition Regulation (48 CFR Chapter 1)		
52.237-8	Restriction on severance payments to Foreign Nationals	(AUG 2003)
52.204-17	Ownership or Control of Offeror	(JUL 2016)
52.204-19	Incorporation by Reference of Representations and Certifications	(DEC 2014)

K.2 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (APR 2016)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is 541990.

(2) The small business size standard is \$15Million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror must indicate which option applies by checking one of the following boxes:

- ☐ (i) Paragraph (d) applies.
- ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures;
- or (C) The solicitation is for utility services for which rates are set by law or regulation.

- (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
- (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
- (C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

- (A) Are not set aside for small business concerns;
- (B) Exceed the simplified acquisition threshold; and
- (C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.209-11, Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law. This provision applies to all solicitations.

(viii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(ix) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(x) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

- (A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.
- (B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(xi) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xii) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiv) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xvi) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xvii) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xviii) 52.225-4, Buy American—Free Trade Agreements— Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$77,533, the provision with its Alternate II applies.

(D) If the acquisition value is \$77,533 or more but is less than \$100,000, the provision with its Alternate III applies.

(xix) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xx) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xxi) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxii) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following representations or certifications are applicable as indicated by the Contracting Officer:
[Contracting Officer check as appropriate.]

___ (i) 52.204-17, Ownership or Control of Offeror.

___ (ii) 52.204-20, Predecessor of Offeror.

___ (iii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

___ (iv) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.

___ (v) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.

___ (vi) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

___ (vii) 52.227-6, Royalty Information.

___ (A) Basic.

___ (B) Alternate I.

___ (viii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date
Change		

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

[Note: FAR 52.204-7, ‘System for Award Management’ is included in Section L of this RFP. Thus, paragraph (d) of the above provision applies.]

K.3 52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013)

(a) *Definitions.* As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (*e.g.*, Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [] has [] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror must post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the System for Award Management database via <https://www.acquisition.gov> (see 52.204-7).

K.4 52.203-98 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS-REPRESENTATION (APR 2015)

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

**K.5 52.209-11 REPRESENTATION BY CORPORATION REGARDING A
DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL
LAW (FEB 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.6 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016)

(a) *Definitions.* As used in this provision—

“Commercial and Government Entity (CAGE) code” means—

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/ divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

(b) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(c) If the Offeror has indicated “is” in paragraph (b) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

(Do not use a “doing business as” name)

(End of provision)

K.7 52.209-11 REPRESENTATION BY CORPORATIONS REGARDING DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (FEB 2016)

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

K.8 52.209-12 CERTIFICATION REGARDING TAX MATTERS (FEB 2016)

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it

(1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not ☐ more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

(End of provision)

K.9 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)

The offeror represents that—

It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;

It ☐ has, ☐ has not filed all required compliance reports; and Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

(End of provision)

K.10 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)

The offeror represents that—

(a) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or

(b) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

K.11 AGREEMENT ON, OR EXCEPTIONS TO, TERMS AND CONDITIONS

The Offeror has reviewed the solicitation (Sections B through J of which will become the contract) and

☐ agrees to the terms and conditions set forth therein; or

☐ has the following exceptions (continue on a separate attachment page, if necessary):

K.12 AUTHORIZED NEGOTIATORS

The Offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: [list names, titles, and telephone numbers of the authorized negotiators].

K.13 SIGNATURE

By signature hereon, or on an offer incorporating these Representations, Certifications, and Other Statements of Offerors, the Offeror certifies that they are accurate, current, and complete, and that the Offeror is aware of the penalty prescribed in 18 U.S.C. 1001 for making false statements in offers.

Solicitation No. _____
Offer/Proposal No. _____
DUNS No. _____
Date of Offer _____
Name of Offeror _____
Typed Authorized Official's Name _____
Typed Authorized Official's Title _____
Signature _____ Date _____

END OF SECTION K

SECTION L—INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 52.252-1 Solicitation Provisions Incorporated by Reference (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses:

<https://www.acquisition.gov/far/> (FAR)

<http://www.usaid.gov/ads/policy/300/aidar> (AIDAR)

L.2 Notice Listing Contract Clauses Incorporated by Reference

The following solicitation provisions and contract clauses pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with FAR § 52.252-1, “Solicitation Provisions Incorporated By Reference” and FAR § 52.252-2, “Clauses Incorporated By Reference,” in Section I of this contract.

NUMBER	TITLE	DATE
Federal Acquisition Regulation (48 CFR Chapter 1)		
52.204-7	System for Award Management	(JUL 2013)
52.204-16	Commercial and Government Entity Code Reporting	(JUL 2016)
52.204-18	Commercial and Government Entity Code Maintenance	(JUL 2016)
52.215-22	Limitation on Pass-Through Charges – Identification of Subcontract Effort	(OCT 2009)
52.222-46	Evaluation of Compensation for Professional Employees	(FEB 1993)
52.237-10	Identification of Uncompensated Overtime	(MAR 2015)

L.3 52.215-1 INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)

(a) Definitions. As used in this provision—

Discussions are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal. In writing, writing, or written means any worded or numbered expression that can be read, reproduced, and later communicated, and includes electronically transmitted and stored information. Proposal modification is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award. Proposal revision is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations. Time, if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period must include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors must acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals.

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals must be submitted in paper media in sealed envelopes or packages(i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show—

(i) The solicitation number;

(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

(iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;

(iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and

(v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent must be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.

(3) Submission, modification, revision, and withdrawal of proposals.

(i) Offerors are responsible for submitting proposals, and any modifications or revisions so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.

(ii)(A) Any proposal, modification or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—

(1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or

(2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or

(3) It is the only proposal received.

(B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.

(iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

(iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.

(v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at 52.215-5, Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision entitled "Facsimile Proposals." Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office.

(4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(5) Offerors must submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.

(6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time

before award.

(7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).

(e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, must—

(1) Mark the title page with the following legend: This proposal includes data that must not be disclosed outside the Government and must not be duplicated, used, or disclosed--in whole or in part-- for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with-- the submission of this data, the Government must have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [insert numbers or other identification of sheets]; and

(2) Mark each sheet of data it wishes to restrict with the following legend: Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

(f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.

(2) The Government may reject any or all proposals if such action is in the Government's interest.

(3) The Government may waive informalities and minor irregularities in proposals received.

(4) The Government intends to evaluate proposals and award a contract without discussions with offerors (except clarifications as described in FAR 15.306(a)). Therefore, the offeror's initial proposal should contain the offeror's best terms from a cost or price and technical standpoint. The Government reserves the right to conduct discussions if the Contracting Officer later determines them to be necessary. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

(5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.

(6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.

(7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.

(9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.

(10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal must result in a binding contract without further action by either party.

(11) If a post-award debriefing is given to requesting offerors, the Government must disclose the following information, if applicable:

(i) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.

(ii) The overall evaluated cost or price and technical rating of the successful and the debriefed offeror and past performance information on the debriefed offeror.

(iii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.

(iv) A summary of the rationale for award.

(v) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(vi) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

L.4 52.233-2 Service of Protest (SEP 2006)

- (a) *Protests*, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with the agency, and copies of any protests that are filed with the Government Accountability Office (GAO), must be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Sarah R. Bueter
Supervisory Contracting Officer
USAID/Bosnia and Herzegovina
Robert Frasure Street #1
71000 Sarajevo
Bosnia and Herzegovina

- (b) The copy of any protest must be received in the office designated above, with a copy to USAID/General Counsel's Office point of contact William Buckhold at fax number 202-216-3058, within one day of filing a protest with the GAO.

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

Any prospective offeror desiring an explanation or interpretation of this solicitation must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Any information given to a prospective offeror concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors. All questions or requests for information must be directed to sarajevoaaa@usaid.gov no later than **9:00 a.m. Local Sarajevo time, August 29, 2016**.

Both questions and responses to questions will be posted on www.fbo.gov. We will not identify the firm asking the questions. Offerors may not hold discussions with USAID/ BiH regarding any aspect of this solicitation without prior consultation and coordination with, and authorization of, the Contracting Officer. Failure to comply with this requirement may serve to disqualify an offeror.

L.6 PROPOSAL PREPARATION AND SUBMISSION – SPECIAL INSTRUCTIONS

L.6.A GENERAL INSTRUCTIONS

- (1) Electronic responses are required for this solicitation.
- (2) The offeror must limit the size of its attachments to **25MB per email**.
- (3) The offeror must convert its documents into PDF (for narrative text), Microsoft Excel (for budgets and other relevant tables), before the offeror sends any documents to USAID.
- (4) The subject of email should read as follows: **SOL-168-16-000001 E-MAIL 1 of #**.
- (5) Please submit your proposals to the e-mail address below by **9:00 a.m. Local Sarajevo Time, September 26/November 14, 2016**. You will receive a confirmation from us via e-mail. Note that electronic signatures are acceptable by USAID.
- (6) The address for receipt of proposals is sarajevoaaa@usaid.gov.
- (7) Offeror is reminded that e-mail is NOT instantaneous, in some cases delays of several hours occur from transmission to receipt. For this RFP the initial point of entry to the government infrastructure is USAID's Washington mail server. Offerors are strongly encouraged to review FAR 15.208.
- (8) Hand delivered proposals (including commercial courier) and facsimile transmission will not be accepted.
- (9) Offer Validity. Offerors are required to indicate the duration of the validity of their offer in box 12 of the submitted SF 33 Form. USAID recommends to include at least 6 months of validity from the date the offer is submitted to allow sufficient time to evaluate proposals and complete negotiations.
- (10) Offerors are fully responsible for the accuracy, completeness, and compliance with all proposal instructions set forth in the RFP. If an offeror does not follow the instructions set forth herein, the offeror's proposal may be eliminated from further consideration or the proposal may be down-

graded and not receive full or partial credit under the applicable evaluation criteria. Also, the proposal should be specific, complete, and concise. The offeror is urged to examine this solicitation in its entirety and to assure that its proposal contains all the necessary information, provides all required documentation and is complete in all respects since evaluation of the proposal will be based on the actual material presented and not on the basis of what is implied.

- (11) Offer Acceptability. The Government may determine an offer to be unacceptable if the offer does not comply with all of the terms and conditions of the RFP and prospective contract:
- (a) Completion of Standard Form 33, Blocks 12 through 18;
 - (b) Submission of proposed costs/prices and indirect cost information as required by Section B and L of this RFP;
 - (c) Completion of electronic annual representations and certifications at SAM accessed via <https://www.acquisition.gov> as well as any other "Representations, Certifications, and Other Statements of Offerors" in Section K; and
 - (d) Submission of information required by Section L or any other section of this RFP. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract. Offerors must follow the instructions contained in this RFP and supply all information and signature/certifications, as required.
- (12) The effective utilization of local staffing in lieu of expatriates throughout the activity implementation is anticipated. The offeror may consider involving other local subcontractor/s in the implementation of the activity.

L.6.B INSTRUCTIONS FOR THE PREPARATION OF THE TECHNICAL PROPOSAL

The technical proposal must be entirely separate from the cost proposal and it must not include cost information in the content of the technical proposal. The technical proposal must be organized by the technical evaluation criteria listed in Section M.

a. Technical Proposal Page Limitation:

- i. The following page limitation is established for the technical proposal submitted in response to this solicitation:

TECHNICAL PROPOSAL Limit of 50 pages
- ii. A page is defined as one side of a sheet, 8 1/2" x 11", with at least one inch margins on all sides, using not smaller than 12 point type. Foldouts count as an equivalent number of 8 1/2" x 11" pages. The metric standard format most closely approximating the described standard 8 1/2" x 11" size may also be used. In addition, 8-point type is acceptable for graphics and tables provided that it is legible. Number each page consecutively. **A page in the technical proposal that contains a table, chart, graph etc. is subject to the page limitation specified in paragraph (i) above.**

- iii. If final revisions are requested, separate page limitations will be specified in the Government's request for that submission.
- iv. Pages submitted in excess of the limitations specified in this provision will not be evaluated by the Government and will be returned to the offeror.
- v. The 50-Page Limitation stated above is inclusive of the following:
 - o Technical Approach (**Limit of 30 pages**);
 - o Management Approach;
 - o Cover Page;
 - o Cover Letter;
 - o Table of Contents;
 - o Acronym List;
 - o Title Pages; and
 - o Dividers.
- vi. The following are to be included in the Technical Proposal as an annex/exhibit and will not be subject to 50-Page limitation:
 - ☐ Draft Monitoring and Evaluation Plan;
 - ☐ Contractor Performance Information;
 - ☐ Résumés and references of Key Personnel; and
 - ☐ Statement of Intention and Availability of Key Personnel;

All information from annexes must be referenced in the technical proposal and included in the annex section. Overly detailed or explicit annexes are not recommended. **USAID will not review and consider any additional annexes provided.**

b. Please note carefully: The technical proposal must be organized according to the evaluation factors in Section M, as follows:

L.6.B.1 FACTOR 1 - TECHNICAL APPROACH

~~A. Brief description of challenges and opportunities for BiH diaspora engagement in economic development of BiH.~~

A. By objective, the technical proposal shall provide a full description of the proposed approach that demonstrates how the offeror intends to achieve the expected results. The narrative must set forth the offeror's strategy, conceptual approach, and methodology and should include cross cutting principles as described in the SOW.

~~B. Brief description of challenges and opportunities for BiH diaspora engagement in economic development of BiH.~~

~~B.~~

C. The offeror's timeline/implementation plan, including sequence of activity mobilization.

L.6.B.2 FACTOR 2 - MANAGEMENT APPROACH

Formatted: Indent: Left: 0.5", No bullets or numbering

Formatted: No bullets or numbering

A. Management Plan

The offeror shall propose a mix of long-term and short-term technical advisors who will implement the full range of tasks and activities. The offeror must submit a management and staffing plan including each staff members' job description, and anticipated level of effort. The offeror must describe efficient use of the staff with technical expertise that will ensure that the activity objectives are met.

This plan also must specify the composition and organizational structure of the core professional activity team including major subcontractors with the position titles, and their roles and responsibilities.

B. Key Personnel

Key personnel for the activity are those individuals whose performance is critical to the success of the contract. USAID/BiH has determined that the Chief of Party is key personnel for this contract. The Chief of Party is expected to have experience in similar diaspora related initiatives/activities. The Chief of Party will be responsible for the overall activity implementation and day to day management, and evaluate and monitor all aspects of project implementation.

Offerors are expected to justify other key personnel positions and provide résumés for the proposed candidates for those positions. Offerors may present up to five personnel designated as key personnel. The offeror must explain how the positions, and personnel proposed for those positions, ~~that~~ (to include their skills, interpersonal skills, experience, and education) will help the offeror implement the activities, accomplish the results, and meet the indicator targets proposed in the SOW. This should flow into future hiring, if necessary—how will the Offeror ensure similarly qualified candidates (what criteria will be used to find future key personnel). As an annex to the technical proposal, offerors must provide résumés for all proposed key personnel. Résumés for non-key personnel are not required and do not have to be submitted. There is no page limit on the submitted résumés.

For each key personnel proposed, provide a minimum of three references. For each reference, specify the relationship between the individual proposed and the reference and include the email address and phone number of each reference. (Biographical data sheets containing salary information should be attached to the cost proposal, not the technical proposal. The BioData Sheets must be complete and properly certified and signed by both the employee and the contractor).

The offeror must include as part of its proposal a statement signed by all individuals proposed as key personnel, confirming their present intention to serve in the stated position and their present availability to serve for the term of the proposed contract.

L.6.B.3 FACTOR 3 - Monitoring and Evaluation Plan

The offeror must provide a draft Monitoring and Evaluation (M&E) Plan (See the M&E Template in Attachment J.2) that includes the activity-level logframe that clearly connects to the Project 2.1. The process of activity log-frame development is described in detail in the M&E template. Project 2.1 logframe can also be found in the M&E template (Appendix 2, p. 17-18) For each required indicator listed in section C.4, the offeror must include realistic numerical targets, and where possible, baseline data. All proposed indicators must include annual targets during the activity period and broken down for each year.

Proposed indicators shall be direct, objective, practical, adequate, and disaggregated as needed.

Offerors are strongly encouraged to keep the total number of indicators to a minimum necessary to track results.

Performance Indicator Sheets (PIRS) are not required at this stage.

L.6.B.4 FACTOR 4 – PAST PERFORMANCE

Contractor Performance Information

(a) The offeror (including all partners of a joint venture) must provide performance information for itself and each major subcontractor (one whose proposed cost exceeds 15% of the offeror's total proposed cost - The 15% of the total proposed cost is exclusive of the \$2 million Small Grants Fund (\$1M for the USAID and \$1M for Non-Federal grants funds)) in accordance with the following. Attachment J.6 - Contractor Performance Report – Short Form may be used by offerors to present the information requested below.

1. List in an annex to the technical proposal up to five of the most relevant contracts for the past five years for the offeror and each major subcontractor for efforts similar to the work in the subject proposal. The most relevant indicators of performance are contracts of similar size, type of work, scope of work, and complexity/diversity of tasks and how recently they were performed. It should be clear whether the work by the Offeror was done as a prime Contractor or as a subcontractor.

2. Provide for each of the contracts listed above a list of contact names, job titles, mailing addresses, phone numbers, e-mail addresses, and a description of the performance to include:

- Scope of work or complexity/diversity of tasks,
- Primary location(s) of work,
- Term of performance,
- Skills/expertise required,
- Dollar value, and
- Contract type, i.e., fixed-price, cost reimbursement, etc.

(USAID highly recommends that you alert the contacts that their names have been submitted and that they are authorized to provide performance information concerning the listed contracts if and when USAID requests it.)

(b) If extraordinary problems impacted any of the referenced contracts, provide a short explanation and the corrective action taken (FAR 15.305(a)(2)).

(c) Describe any quality awards or certifications that indicate exceptional capacity to provide the service or product described in the statement of work. This information is not included in the page limitation.

L.6.C INSTRUCTIONS FOR THE PREPARATION OF THE COST/BUSINESS PROPOSAL

(1) Potential Government Funding

USAID anticipates receiving up to \$5.5 million to fund this activity over the five year contract term. This does not include the six one-month extension options. This information is provided for the offeror's information in preparing its proposal. It is a representation of the relative magnitude of the

activity but should not be used as a target. The offeror's proposal will be evaluated for cost realism in accordance with Section M. Proposals exceeding this amount may be considered unacceptable and thus not be evaluated further.

(2) Other Price and Cost Detail Instructions

The five-year proposed cost must be based on the information set forth below. The estimate indicated above is for proposal preparation and selection purposes only and are not a guarantee for any contract that may be awarded. **Offerors should assume a contract start date of ~~February~~ April 2017.**

(3) Extension Option(s)

In accordance with Section B.5 and with FAR Clause 52.217-8 "OPTION TO EXTEND SERVICES (NOV 1999)" included in full text in Section I, the Government may require continued performance of any services under the resultant contract through six one-month extension options. The offerors must provide the same cost and pricing information for the extension options as provided for the 5-year contract period, based on the information and requirements set forth below. If the offeror's proposed cost and fee for each month is the same, the offeror only need to provide information for one month and state that it applies for all six month options.

(4) Preparation of the Cost Proposal

- (a) There is no page limit on the COST/BUSINESS PROPOSAL; however, it is to be strictly limited to the following:
- The Standard Form (SF) 33;
 - Proposed Costs/Prices for the 5-year contract period and six one-month extension options;
 - Representations, Certifications, Other Statements of Offerors (if amended)
 - Policies and Procedures;
 - Evidence of Responsibility for prime and major subcontractors ~~(if requested by the CO);~~
 - Letter of Commitment for Subcontractors;
 - Information to Support Consent to Subcontractors ~~(if CO consent is required);~~
 - Joint Venture Information (if applicable); and
 - The Draft Branding Implementation Strategy and Marking Plan.
- (b) Proposed subcontracts must include the same cost breakdowns in their proposals and budget narratives as the prime contractor, as applicable.
- (c) The offeror must use the illustrative budget format contained in Attachment J.7 "Summary Budget".
- (d) The exchange rate that should be used for the preparation of the cost proposals is **1.75**. USAID will use this exchange rate for cost evaluations. The actual rate may vary during contract performance.

- (e) In preparation of the cost proposal, offerors should take into account the list of Government-furnished Property available from other USAID activities to the Harnessing BiH Diaspora for Economic Development (Attachment J.4), ~~and an office space currently under lease at Mjedenica 53 street, 71000 Sarajevo. The additional information on the office space can be found at Attachment J.8. Monthly rent is approximately \$1,300 which includes 2 floor office space and 4 parking spaces (outside parking lot).~~

Standard Form 33

The offeror must submit the cover page (Section A) of this solicitation—Standard Form (SF) 33, “Solicitation, Offer, and Award”—with blocks 12 through 18 completed, including an original signature of a corporate authority authorized on behalf of the offeror to sign the offer.

Proposed Costs/Price

The Offeror must submit a summary budget for the contract period and a summary budget for the six one-month extension options. The summary budget must reflect summary cost information for each of the major budget categories for each of the contract years separately and then offer the program total for the entire contract, item for item in the last column of the spreadsheet.

The Offeror must also submit a detailed version of its summary budget for the contract period and for the six one-month extension options. The detailed budget must reflect each estimated cost item, broken out. The detailed budget must reflect these individual cost items for each of the contract years and then offer the program total for the entire contract, item for item in the last column of the spreadsheet.

The Offeror must submit a detailed budget narrative that supports item for item the cost estimates proposed in its detailed budget. The budget narrative should describe the nature of individual cost items proposed and include a description of the source of that particular cost estimate (historical experience with the cost item, catalogue price, vendor price quotes, etc.). Narratives for the individual cost items must provide a discussion of any estimated escalation rates where applicable. Estimated costs proposed to exceed ceilings imposed by USAID or Federal procurement policy must be fully explained and justified.

The following is the minimum information required in the budget and budget narrative:

i. Salary and Wages

Salaries for each proposed position, key or not, should be expressed in an amount per work day with the corresponding level of effort required for the position (number of work days) and then calculated to a total cost for each cost period where the salary would be applicable.

A consolidated Level of Effort (LOE) chart, including subcontractors’ LOE, must be provided that details the LOE proposed for each labor category (long-term professional, long-term non-professional, short-term professional, short-term non-professional, indicating expat and local labor, home office support staff LOE). This chart must be presented as a separate spreadsheet in the Cost Proposal.

Completed biographical data sheets, Form AID 1420-17 (forms may be obtained at: <http://www.usaid.gov/forms/>), must be provided for proposed key personnel. Bio-data forms must be properly completed, certified and signed by both employee and the offeror in the appropriate spaces with all blocks completed, as appropriate. Salaries of personnel must be reflected on the bio-data form in U.S. dollar equivalent. Proposed rates must be indicated as gross salary. Personnel, whose salary histories

include salaries in currency other than the U.S. dollars, must show the contemporaneous U.S. dollar equivalent. Proposed annual salary escalation must be provided.

Narratives must provide a discussion of the estimated annual escalation of all salaries where applicable. The Offeror must separate expatriate and cooperating country national labor categories for short/long-term and administrative staff.

Offeror's should provide information supporting local professional salaries that should include data, such as recognized national and regional compensation surveys and studies of professional, public and private organizations, used in establishing the total compensation structure. **Please note that no waivers to the U.S. Mission's Local Compensation Plan will be provided. ~~The maximum annual rate is BAM 92,300.~~**

LOCAL COMPENSATION PLAN FOR FOREIGN SERVICE NATIONALS

AMERICAN EMBASSY, Bosnia and Herzegovina

The Mission Local Compensation Plan is a classified document which cannot be provided as it is. However, provided below is gross average salary ranges (including 10% personal income tax) for various grades of locally employed professionals for budgetary purpose.

Professionals/Specialists: KM48,054 to KM92,314; (FSN 9/1 – FSN 12/14)

Assistant/Mid-level: KM30,353 to KM59,630; (FSN 5/1 – FSN 8/14)

Unskilled labor/maintenance/drivers/basic clerical: KM20,297 to KM38,629; (FSN 1/1 – FSN 4/14)

Gross Salary, or base salary, is defined as the employee's basic compensation (salary) for services rendered. Taxes which are a responsibility or liability of the employee are inclusive of, and not additive to, the base pay or salary. The base pay excludes fringe benefits and allowances, profit sharing arrangements, commission, consultant fees, extra or overtime payments, etc.

Professional Compensation Plan

The detailed salary and benefit information for professional employees that the Offeror provide in its cost proposal will be considered your professional compensation plan and will be evaluated in accordance with FAR 52.222-46 contained in this RFP.

ii. Fringe Benefits

If the Offeror has a fringe benefit rate that has been approved by an agency of the Government, such rate should be used and evidence of its approval should be provided. If a fringe benefit rate has not been approved, the application should propose a rate and explain how the rate was determined. If the latter is used, the narrative should include a detailed breakdown comprised of all items of fringe benefits (e.g., unemployment insurance, workers compensation, health and life insurance, retirement, FICA, etc.) and the costs of each, expressed in dollars and as a percentage of salaries.

Fringe Benefits for local long-term staff must be budgeted as a separate item of cost and include only the social contributions (excluding income tax) in accordance with BiH labor law.

iii. Allowances

Allowances should be broken down by specific type and by person. Allowances should be in accordance with the offeror's policies and the applicable Department of State Standardized Regulations.

****All Offerors must note very carefully:**

In accordance with AIDAR 722.170 “Employment of Third Country Nationals (TCNs) and Cooperating Country Nationals (CCNs)” Paragraph “(a) General”, the following restrictions are placed on employment benefits to TCNs and CCNs employed under the contract:

Meals and Transportation Allowance: Unallowable cost.

Severance Pay: An eligible employee with a minimum of two years of creditable service who is involuntarily separated without cause is entitled to severance pay equal to 1/3 month’s basic salary for each year of creditable service. Any cost above this is unallowable.

Personal Income Tax: must be included and not added to the base pay or salary of local staff.

iv. Consultants

Similar information should be provided for all consultants as provided under the category for salary and wages.

v. Travel, Transportation and Per Diem

The application should indicate the number of trips, domestic and international, and the estimated costs per trip. Specify the origin and destination for each proposed trip, duration of travel, and number of individuals traveling (if identified). Per diem should be based on the Department of State Standardized Regulations.

vi. Equipment and Supplies

Specify all materials and supplies expected to be purchased, including type, unit cost and units.

vii. Training

Specify all training expected to be funded. Avoid lump sum amounts to the maximum extent possible.

viii. Subcontracts

Information sufficient to determine the reasonableness of the cost of each specific subcontract must be included.

ix. Grants under Contracts

The Grants under Contracts fund for this activity must be \$2,000,000. USAID is not expecting detailed budget breakdowns. USAID will accept lump-sum amounts, at least indicating the estimated number of grants per year and total estimated amount for each grant. Narrative information supporting how those funds will be distributed among an illustrative group of grantees, if proposed. Offerors must not include indirect costs or other management costs (salaries etc.) associated with the Grants Fund under this cost category. The USAID grant fund share of \$1 million will come from the activity’s total estimated budget of \$5.5 million. The Bank’s grant fund share of \$1 million will be provided on top of the activity’s estimated \$5.5 million funding.

x. Environmental Compliance Costs

Under this separate cost category the offeror must indicate its illustrative budget for implementing the environmental compliance activities. For the purposes of this solicitation, offerors should reflect illustrative costs for environmental compliance implementation and monitoring in their cost proposal.

xi. Other Direct Costs

The budget narrative should provide a breakdown and justification for all ODCs. The offeror must not include the cost of non-professional salaries or locally employed salaries, allowances, equipment, and travel costs under the ODC cost category.

xii. Indirect Costs

The prime and all major subcontractors may propose lower overhead rates than their established Negotiated Indirect Cost Rate Agreement (NICRA) and sign the letter found in ADS 300, Mandatory Reference for Best Practices Guide for Indirect Costing. Indirect rates proposed cannot be higher than the rates established in their Negotiated Indirect Cost Rate Agreement (NICRA). Please read further instruction below if your organization does not have a NICRA. Offerors may propose a single ceiling rate covering the term of award or a ceiling rate in each applicable contract year. If an annual ceiling rate is proposed, USAID will average the ceiling indirect rates and use that figure for evaluation purposes.

(i) The Offeror and each major subcontractor must include a complete copy of its most current NICRA or other documentation from its cognizant Government Audit Agency, if any, stating the most recent provisional indirect cost rates. The proposal must also include the name and address of the Government Audit Agency, and the name and telephone number of the auditor.

(ii) If the Offeror or major subcontractor does not have a cognizant Government Audit Agency, the proposal must include:

- Audited balance sheets and profit and loss statements for the last two complete years, and the current year-to-date statements (or such lesser period of time if the Offeror is a newly-formed organization). The profit and loss statements should include detail of the total cost of goods and services sold, including a listing of the various indirect administrative costs, and be supplemented by information on the prime contractor's customary indirect cost allocation method, together with supporting computations of the basis for the indirect cost rate(s) proposed; and
- The most recent two fiscal year pool and base cost compositions along with derived rates, the bases of allocation of these rates and an independent certified audit by a certified accounting firm of these rates.

All the above instructions apply to small business offerors. However, if the small business offeror does not have a NICRA, the proposal must include either Audited Financial Statements or Reviewed Financial Statements as defined below:

1. Audited Financial Statements provide the auditor's opinion that the financial statements are presented fairly, in all material respects, in conformity with the applicable financial reporting framework. In an audit, the auditor is required by auditing standards generally accepted in the United States of America (GAAS) to obtain an understanding of the entity's internal control and assess fraud risk. The auditor also corroborates the amounts and disclosures included in the financial statements by obtaining audit evidence through inquiry, physical inspection, observation, third-party confirmations, examination, analytical

procedures and other procedures. The auditor issues a report that states that the audit was conducted in accordance with GAAS, the financial statements are the responsibility of management, provides an opinion that the financial statements present fairly in all material respects the financial position of the company and the results of operations are in conformity with the applicable financial reporting framework (or issues a qualified opinion if the financial statements are not in conformity with the applicable financial reporting framework. The auditor may also issue a disclaimer of opinion or an adverse opinion if appropriate).

2. Reviewed Financial Statements provide a certified CPA accountant's (referred to as "Accountant" or "CPA" herein) review; the accountant is not aware of any material modifications that should be made to the financial statements for the statements to be in conformity with the applicable federal financial reporting framework. During a review engagement, the Accountant obtains limited assurance that there are no material modifications that should be made to the financial statements. Therefore, the objective of a review of the financial statements is to obtain limited assurance that there are no material modifications that should be made to the financial statements. A review does not include obtaining an understanding of the entity's internal control; assessing fraud risk; testing accounting records; or other procedures ordinarily performed in an audit. The CPA issues a report stating the review was performed in accordance with Statements on Standards for Accounting and Review Services; that management is responsible for the preparation and fair presentation of the financial statements in accordance with the applicable financial reporting framework and for designing, implementing and maintaining internal control relevant to the preparation.

The proposal must not include compiled financial statements. Compiled financial statements will not be accepted because the Accountant does not obtain or provide any assurance that there are no material modifications that should be made to the financial statements. That is, there is no assurance that the organization is misrepresenting costs on compiled financial statements which puts the agency at risk. The objective of compiled financial statements is to assist management in presenting financial information in the form of financial statements without undertaking to provide any assurance that there are no material modifications that should be made to the financial statements.

If the small business offeror receives an award based on the submission of Reviewed Financial Statements, within six months after the end of the small business offeror's fiscal year, they must submit an adequate final incurred cost proposal to the to the Contracting Officer (or cognizant Federal agency official) and auditor within the 6-month period following the expiration of each of its fiscal years in accordance with the Allowable Cost and Payment Clause FAR 52.216-7. The receipt of an adequate proposal by the audit office starts the audit process. This audit will establish the final indirect cost rate(s) for the audited year. Provisional rates will be updated as needed based on current information. USAID auditors will work with the small business to issue a NICRA establishing the proposed provisional indirect cost rates after award based upon acceptable information submitted above.

xiii. Fixed Fee (if any)

FAR 15.404-4 provides for establishing the profit or fee portion of the Government pre-negotiation objective, and provides profit-analysis factors for analyzing profit or fee. Propose fee with rationale supported by application of the profit-analysis factors.

Representations, Certifications, and Other Statements of Offerors

Offerors and proposed subcontractors must ensure they are registered with the System for Award Management (SAM) (www.sam.gov) per FAR part 4. A successful registration in SAM means the Offeror has obtained a DUNS number, has registered in CCR (Central Contractor Registration) and has

secured an NCAGE number to successfully complete the Online Representation & Certifications Application (ORCA). Offerors and each proposed subcontractor must submit those portions of Section K not available online in this section. The submission of these items in accordance with these instructions will, if the Government accepts the offer, contractually bind the Government and the successful Offeror to the terms and conditions of the prospective contract (i.e., sections A through K). The Offeror must submit as part of its proposal a statement that the Offeror has registered in SAM – System for Award Management (<https://www.sam.gov/>).

Policies and Procedures

Upon receiving a specific request from the contracting officer, the offeror may be required to submit a copy of offeror's personnel policies, especially regarding salary and wage scales, fringe benefit, merit increases, promotions, leave, differentials, travel and per diem, procurement regulations, etc., as they will relate to this project.

Evidence of Responsibility for prime and major subcontractor

- (a) The offeror must submit sufficient evidence of responsibility for the contracting officer to make an affirmative determination of responsibility pursuant to the requirements of FAR § 9.104-1. However, in the case of a small business offeror, the contracting officer will comply with FAR Subpart 19.6. Accordingly, prime offerors must seriously address each element of responsibility. To be determined responsible, a prospective contractor must:
 - (1) Have adequate financial resources to perform the contract, or the ability to obtain them (see FAR 9.104-3(a));
 - (2) Be able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental commitments;
 - (3) Have a satisfactory performance record (See FAR 9.104-3(b) and Subpart 42.15). An Offeror must not be determined responsible or non-responsible solely on the basis of a lack of relevant performance history, except as provided in FAR 9.104-2;
 - (4) Have a satisfactory record of integrity and business ethics;
 - (5) Have the necessary organization, experience, accounting and operational controls, and technical skills, or the ability to obtain them (including, as appropriate, such elements as production control procedures, property control systems, quality assurance measures, and safety programs applicable to materials to be produced or services to be performed by the prospective Contractor and subcontractors). (See FAR 9.104-3(a));
 - (6) Have the necessary production, construction, and technical equipment and facilities, or the ability to obtain them (See FAR 9.104- 3(a)); and
 - (7) Be otherwise qualified and eligible to receive an award under applicable laws and regulations (e.g., Equal Opportunity, Clean Air and Water, etc.).

The responsibility information that may be requested includes, but is not limited to, audited or certified financial statements, tax returns and other financial records necessary to establish responsibility. **Please note that this information is only required upon a specific request from the contracting officer or his representative.**

Letters of Commitment (Subcontractors)

- (a) The Cost Proposal must include a letter, on subcontractor letterhead, and signed by an authorized representative of each subcontractor, which specifically indicates the subcontractor's agreement to be included in the offeror's proposed teaming arrangement. The representations and certifications, as set forth in Section K of this solicitation, with the last page signed. This should be completed by any subcontractors as well. USAID discourages the use of exclusive agreements as this reduces competition and limits USAID's ability to receive the best services.

Information to Support Consent to Subcontractors

- (a) The offeror must address each of the elements in FAR § 44.202-2 before the Contracting Officer may consent to the offeror's proposed subcontractors with the initial award.

Joint Venture Information

- (a) If two or more parties have formed a partnership or joint venture (see FAR Subpart 9.6), for the purposes of submitting a proposal under this Solicitation and, if selected, must perform the contract as a single entity, they must submit, as an attachment to the Cost proposal, the Corporate Charter, By-Laws, or Joint Venture or Partnership Agreement. In addition, the teaming arrangements must be identified, company relationships must be fully disclosed, and respective responsibilities and method of work must be expressly stipulated. The joint venture or partnership agreement must include a full discussion of the relationship between the organizations, including identification of the organization, which will have responsibility for negotiation of the resultant contract, which organization will have accounting responsibility, how work will be allocated, and profit or fee, if any, shared. In addition, the principles to the joint venture or partnership agreement must agree to be jointly and severally liable for the acts or omissions of the other.

L.7 BRANDING IMPLEMENTATION STRATEGY AND MARKING PLAN

Branding Implementation Strategy and Marking Plan must meet the requirements of ADS 320.

(1) Branding Implementation Strategy

The offeror must prepare a Draft Branding Implementation Strategy describing how it will implement the Branding Strategy provided in Section J, Attachment J.3. The Branding Implementation Strategy must describe how the program will be promoted to beneficiaries and host country citizens.

(2) Marking Plan

The offeror must prepare a Draft Marking Plan that will enumerate all of the public communications, commodities and program materials that visibly bear or will be marked with the USAID identity. Contract deliverables to be marked with the USAID Identity must follow design guidance for color, type, and layout in the **USAID Graphics Standard Manual**.

END OF SECTION L

SECTION M—EVALUATION FACTORS FOR AWARD

M.1 ~~NOTICE LISTING SOLICITATION PROVISIONS INCORPORATED BY REFERENCE~~

~~The following solicitation provisions pertinent to this section are hereby incorporated by reference (by Citation Number, Title, and Date) in accordance with the FAR provision at FAR "52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE" in Section L of this solicitation. See FAR 52.252-1 for an internet address (if specified) for electronic access to the full text of a provision.~~

NUMBER	TITLE	DATE
	FEDERAL ACQUISITION REGULATION (48 CFR Chapter 1)	(deleted)

M.2 GENERAL INFORMATION

(a) The Government may award a contract without discussions with Offerors in accordance with FAR 52.215-1.

(b) The Government intends to evaluate Offerors in accordance with Section M of this RFP and make contract award to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government.

(c) The submitted technical information will be evaluated by a technical evaluation committee using the technical criteria shown below. When evaluating the competing Offerors, the Government will consider the written qualifications/capability information provided by the Offerors, and any other information obtained by the Government through its own research.

(d) For overall evaluation purposes, in the selection of a Contractor for award, all evaluation factors other than cost or price, when combined, are significantly more important than cost or price. All factors are listed in descending order of importance. All subfactors are listed in descending order of importance, except subfactors listed under Management Approach which are considered equally important.

M.3 METHOD OF EVALUATION

Proposals received in response to this RFP will be evaluated by a USAID Evaluation Committee in accordance with AIDAR 715.3. Technical implementation and past performance will be evaluated using the following adjectival ratings: "Exceptional", "Very Good", "Satisfactory", "Marginal", "Unsatisfactory", and "Neutral". The Source Selection Authority (SSA), after consultation with the evaluation committee and other advisors, will select for contract award the offeror which he or she considers to be able to perform the contract in a manner that constitutes the best value to the Government, all factors considered.

M.4 EVALUATION FACTORS

FACTOR 1: TECHNICAL APPROACH

Proposals will be evaluated on the extent to which they are reasonable, realistic, sustainable, and will meet the expected results of each objective of this activity. This includes:

~~A. Demonstrated understanding of challenges and opportunities for BiH diaspora engagement in economic development of BiH.~~

~~B.A.~~ Description of the proposed approach that demonstrates how the offeror intends to achieve the expected results.

~~B. Demonstrated understanding of challenges and opportunities for BiH diaspora engagement in economic development of BiH.~~

C. Proposed timeline/implementation plan.

FACTOR 2: MANAGEMENT APPROACH

Management Plan and Key Personnel will be evaluated on the extent to which:

- ☐ **The Management Plan** - 1) the proposed management plan is sound and feasible, and is a logical and efficient use of resources which will successfully implement proposed activities, meet the indicator targets proposed, and achieve the objectives and results of the activity. 2) Strategically uses a variety of resources, be it individuals or companies, to necessarily complement and develop each other's skills, use of local professionals use of local organizations, sub-contracts, and demonstrated capacity to rapidly mobilize short-term technical assistance. 3) The staffing plan is reasonable and realistic with clear lines of authorities, including description of staff responsibility for all home office and field personnel, particularly with regard to key personnel.
- ☐ **Key Personnel** - USAID will evaluate the proposed key personnel positions, the proposed personnel for those positions with regards to their skills, interpersonal skills, experience, and education and the justification for how they will help the offeror implement the activities, accomplish the results, and meet the indicator targets proposed in the SOW.

FACTOR 3 - MONITORING AND EVALUATION PLAN

USAID will evaluate the extent to which the Draft M&E plan is reasonable and realistic and indicators are reasonably and realistically correlated to results.

USAID will evaluate the quality and realism of the offeror's draft M&E Plan, which includes:

- ☐ Ability of the M&E Plan to quantifiably measure progress and results including the interventions of any sub-awards;
- ☐ The numerical targets for all outcome indicators (jobs, sales, investments, etc.) over the activity period and broken down for each year;
- ☐ If the offeror has included additional results, the additional indicators and numerical targets for these indicators.

FACTOR 4 - PAST PERFORMANCE

(a) Performance information will be used for both the responsibility determination and best value decision. USAID may use performance information obtained from other than the sources identified by the offeror/subcontractor. USAID will utilize existing databases of contractor performance information and solicit additional information from the references provided, and from other sources if and when the Contracting Officer finds the existing databases to be insufficient for evaluating an offeror's performance.

(b) Adverse past performance information to which the offeror previously has not had an opportunity to respond, will be addressed in accordance with the policies and procedures set forth in FAR 15.3.

(c) USAID will initially determine the relevance of similar performance information as a predictor of probable performance under the subject requirement. USAID may give more weight to performance information that is considered more relevant and/or more current.

(d) The contractor performance information determined to be relevant will be evaluated in accordance with the elements below:

- (1) Quality of product or service, including consistency in meeting goals and targets
- (2) Cost control, including forecasting costs as well as accuracy in financial reporting
- (3) Schedule, including the timeliness against the completion of the contract, task orders, milestones, delivery schedules, and administrative requirements (e.g., efforts that contribute to or affect the schedule variance).
- (4) Business relations, addressing the history of professional behavior and overall business-like concern for the interests of the customer, including the contractor's history of reasonable and cooperative behavior (to include timely identification of issues in controversy), customer satisfaction, timely award and management of subcontracts, cooperative attitude in remedying problems, and timely completion of all administrative requirements
- (5) Management of key personnel, including appropriateness of personnel for the job and prompt and satisfactory changes in personnel when problems with clients were identified

(e) An offeror's performance will not be evaluated favorably or unfavorably when:

- (1) The offeror lacks relevant performance history,
- (2) Information on performance is not available, or
- (3) The offeror is a member of a class of offerors where there is provision not to rate the class against a sub factor.

When this occurs, an offeror lacking relevant performance history is assigned a "neutral" rating. An exception to this "neutral" rating provision is when a non-small businesses prime has no history of subcontracting with small business concerns. Prior to assigning a "neutral" past performance rating, the contracting officer may take into account a broad range of information related to an offeror's performance.

M.5 DETERMINATION OF COMPETITIVE RANGE

(a) The competitive range of Offerors with whom negotiations will be conducted (if necessary) will be determined by the Contracting Officer pursuant to FAR 15.306(c). A competitive range determination (if necessary) may take place at any point in the evaluation process.

(b) Offerors are advised that, in accordance with FAR 52.215-1, if the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

M.6 COST/PRICE EVALUATION

An analysis of the proposed cost will be conducted to determine the validity and the extent to which it reflects performance addressed in the technical proposal. An assessment will be made of the offeror's capability to accomplish the contract objectives within the estimated cost proposed. The cost proposal will be used as an aid to determine the offeror's understanding of technical requirements.

Local professional salaries will be evaluated in terms of impact upon recruiting and retention, realism, and consistency with the local market conditions. Unsupported salaries that are higher than the local market justifies will cause your cost proposal to be higher than it would otherwise be, and it may have a negative impact on your Management Approach rating within the Technical Proposal.

Cost Realism

Cost realism is the degree to which all costs for the total contract reflect the proposed approach to achieving the technical objectives. Proposals requiring significant adjustments to arrive at probable cost may be construed to lack understanding of the technical requirements and may have their technical score reduced accordingly.

M.7 SOURCE SELECTION

(a) The overall evaluation methodology set forth above will be used by the Contracting Officer as a guide in determining which proposal(s) offer the best value to the U.S. Government. In accordance with FAR 52.215-1, and as set forth in Section L of this solicitation, award will be made by the contracting officer to the responsible Offeror(s) whose proposal(s) represents the best value to the U.S. Government after evaluation in accordance with all factors and sub-factors in this solicitation.

(b) This procurement utilizes the tradeoff process set forth in FAR 15.101-1. If the contracting officer determines that competing technical proposals are essentially equal, cost/price factors may become the determining factor in source selection. Conversely, if the contracting officer determines that competing cost/price proposals are essentially equal, technical factors may become the determining factor in source selection. Further, the contracting officer may award to a higher priced Offeror if a determination is made that the higher technical evaluation of that Offeror merits the additional cost/price.

END OF SECTION M